

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 23RD, 2018
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 – 12)

5. Discuss, consider and take appropriate action on a line item transfer for Technology Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.001130	Merit	5,943.41
To	0100.0503.001100	Salaries	5,943.41

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including eight (8) computers (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
8. Discuss, consider and take appropriate action on approving a blanket purchase for the Williamson County Jail in the amount of \$187,313.00, for Inmate Food services from Aramark Correctional Services RFP 1605-081.

9. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for December 2017 pursuant to Texas Local Government Code §114.026.
10. Discuss, consider, and take appropriate action on accepting a donation to the Williamson County Sheriff's Office from Ron Skolnik in the amount of \$500.00
11. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church (Security for Sunday morning services at church in Georgetown)
12. Discuss, consider, and take appropriate action on approval of the final plat for the Star Ranch Commercial, Lots 1, 2, & 3, Block B subdivision - Pct 4.

REGULAR AGENDA

13. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
14. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$58,143.87 for Arterial H, a Road Bond Project in Commissioner Pct. 3. Project: P276. Funding Source: Road Bonds.
15. Discuss, consider and take appropriate action on a real estate contract with Andrew R. Kralich and Holly A. Kralich for right of way needed on the Brushy Creek Trail project. (Parcel 3) : Funding Source Park Bonds P419
16. Discuss, consider and take appropriate action on a real estate contract with Hammock Restaurants, L.L.C. for right of way needed on the Brushy Creek Trail project. (Parcel 9) : Funding Source Park Bonds P419
17. Discuss, consider and take appropriate action on a Quitclaim Deed with the City of Round Rock releasing excess right of way on CR 113 to Camco Land LTD.
18. Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including but not limited to receiving report from Environmental Programs Director and approving enrollment of properties participating during the 2017 calendar year (any participation received on or prior to 12/31/17) into the tax benefit financing plan for tax year 2017 and re-enroll prior year participating properties.
19. Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Austin Community College.
20. Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Temple College.
21. Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Lifestart.
22. Discuss and take appropriate action to apply for the Law Enforcement Terrorism Prevention Activities Grant through the State Homeland Security Program.

23. Discuss, consider and take action to acknowledge the release of the \$500,000 commitment of County Sheriff Asset Forfeiture funds that was previously pledged to be used for the Sheriff's Office Training Facility building budget (P323).
24. *Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. for the implementation of public safety DAS Systems (Distributed Antenna System) into the following buildings: Williamson County Annex, EMS Training, Wireless Communications, and Sheriff's Office Training Center. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15; funding previously approved FY18 CIP).*
25. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban, for a period not to exceed 90 days, and to authorize the County Judge to lift burn ban if conditions improve.
26. Discuss, consider, and take appropriate action on the application submittal for the 2018 Emergency Management Performance Grant (EMPG) for the Office of Emergency Management.
27. Discuss, consider, and take appropriate action on approving a resolution authorizing a homeland security grant application in the amount of \$21,000 for the HazMat Monitor Maintenance Project. eGrant Project #2957204
28. Discuss, consider, and take appropriate action on approving a resolution authorizing a homeland security grant application in the amount of \$10,000 for the Radiation Dosimeter - HazMat Project. eGrant Project #3554801
29. Discuss, consider, and take appropriate action on approving a resolution authorizing a homeland security grant application in the amount of \$23,000 for the HazMat Level A Flash Suits Project. eGrant Project #3555201
30. Discuss, consider, and take appropriate action on approving a resolution authorizing a homeland security grant application in the amount of \$7,600 for the MiniRAE PID Sustainment Project. eGrant Project #3555301
31. Discuss, consider, and take appropriate action on approving a resolution authorizing a homeland security grant application in the amount of \$64,000 for the Rigaku Progency RAMAN Technology Project. eGrant Project #3555401
32. Discuss, consider, and take appropriate action on approving a resolution authorizing a homeland security grant application in the amount of \$20,000 for the Radiation Dosimeter First Responder Project. eGrant Project #35551001
33. Discuss, consider and take appropriate action on a line item transfer for Public Assistance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	1000.00
To	0100.0640.004951	Pauper Burials	1000.00

34. Discuss, consider, and take appropriate action on approving agreements for Fire Alarm Test and Inspection from Convergent Technologies LLC for annual required fire alarm tests and inspections of 20 different county facilities pursuant to DIR-TSO-3537, and authorizing the execution of the agreements.
35. Discuss, consider, and take appropriate action on approving the agreement in the amount of \$3,526 for annual inspection of County-owned Fire Hydrants for 4 facilities pursuant to DIR-TSO-3537 and authorizing the execution of the agreement.
36. Discuss, consider, and take appropriate action on approving agreements between Tyler Technologies, Certified Payments and Williamson County for Electronic Payment Processing and authorizing the execution of the agreements.
37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

Fiscal Impact

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,168.40
	0100.0440.002010	FICA	\$471.72
	0100.0440.002020	Retirement	\$859.88

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)."

39. 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

- 40.** 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 for N. Mays Extension.
 - e) Discuss the acquisition of real property: CR 101
 - f) Discuss the acquisition of real property: CR 200
 - 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 acquisition of Real Estate for Tower Site.
- B. Property or Real Estate owned by Williamson County**
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of 183 A excess right of way
 - c) Discuss proposed sale of real estate of Blue Springs Blvd
 - d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
 - e) Discuss wastewater easements in Berry Springs Park
 - f) Discuss Development Agreement with Ashby Capital Investments, LLC
 - g) Discuss sale of County property on Ronald Reagan Blvd.
 - h) Discuss abandonment of County property on CR 113.
 - 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
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.**

- 41.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
 - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
 - p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Teexas.
 - 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.
 - aa) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - bb) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- 42.** 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).
- 43.** 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)

44. Discuss and take appropriate action concerning economic development.
45. Discuss and take appropriate action concerning real estate.
46. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
 - p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Texas.
 - 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 Raphaella Johnson.
 - aa) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - bb) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

- 47.** 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.
- 48.** 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 _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 01/23/2018

Merit LIT

Submitted By: Jay Schade, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Technology Services.

Background

Per the Budget Office, this line item transfer is simply to correct the initial line item transfer for FY '18 merit.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.001130	Merit	5,943.41
To	0100.0503.001100	Salaries	5,943.41

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jay Schade

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

01/18/2018 09:16 AM

01/18/2018 10:20 AM

Started On: 01/17/2018 01:51 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 01/23/2018

Compensation Items

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

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Merit LIT 01.17.18](#)[Merit details 01.17.18](#)[Comp Item](#)

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kristy Sutton
Final Approval Date: 01/18/2018

Reviewed By

Tammy Fennell
Wendy Coco

Date

01/18/2018 11:39 AM
01/18/2018 11:46 AM
Started On: 01/18/2018 09:01 AM

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0475	001100	2560.74	
01	0100	0475	001130		2560.74
01	0545	0545	001100	2237.23	
01	0545	0545	001130		2237.23
01	0545	0545	001101	1493.66	
01	0545	0545	001130		1493.66
01	0100	0341	001100	162.82	
01	0100	0341	001130		162.82

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
County Attorney	CA 1st Chair Prosecutor.0036.001100	13664	\$78,782.86	\$630.24	0.80	\$79,413.10	MERIT	1/12/2018
County Attorney	CA Criminal Prosecutor II.0034.001100	14311	\$64,347.40	\$1,930.50	3.00	\$66,277.90	MERIT	1/12/2018
Animal Services	Animal Health Technician.1827.001100	12232	\$33,083.75	\$992.51	3.00	\$34,076.27	MERIT	1/12/2018
Animal Services	PT Animal Care Specialist.9990.001101	14428	\$24,894.23	\$746.82	3.00	\$25,641.05	MERIT	1/12/2018
Animal Services	Animal Care Specialist.1765.001100	14411	\$24,894.51	\$497.88	2.00	\$25,392.39	MERIT	1/12/2018
Animal Services	PT Animal Care Specialist.9992.001101	14364	\$24,894.51	\$746.84	3.00	\$25,641.35	MERIT	1/12/2018
Animal Services	Animal Care Specialist.0208.001100	13595	\$24,894.51	\$746.84	3.00	\$25,641.35	MERIT	1/12/2018
Mobile Outreach	Mental Health Specialist.1183.001100	12327	\$54,274.48	\$162.82	0.30	\$54,437.30	MERIT	1/12/2018

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Sheriff's Office	1338	n/a	\$56,584.13	\$53,444.47	-\$3,139.66	-5.55%	Decrease position surplus salary	1/12/2018
Sheriff's Office	1255	14471	\$52,274.99	\$55,414.65	\$3,139.66	6.01%	Increase position salary from PCN 1338 to accommodate tenure	1/12/2018
Road and Bridge	1514	Vacant	\$34,466.29	\$34,000.00	-\$466.29	-1.35%	Decrease vacant position surplus salary	1/12/2018
Road and Bridge	1592	Vacant	\$34,466.29	\$34,000.00	-\$466.29	-1.35%	Decrease vacant position surplus salary	1/12/2018
Road and Bridge	1596	Vacant	\$40,600.09	\$36,049.00	-\$4,551.09	-11.21%	Decrease vacant position surplus salary	1/12/2018
Road and Bridge	1586	n/a	\$48,895.37	\$43,925.37	-\$4,970.00	-10.16%	Decrease position surplus salary	1/12/2018
Road and Bridge	1518	n/a	\$62,944.98	\$59,092.98	-\$3,852.00	-6.12%	Decrease position surplus salary	1/12/2018
Road and Bridge	1517	Vacant	\$33,461.33	\$34,000.00	\$538.67	1.61%	Increase vacant position salary from PCN 1518	1/12/2018
Road and Bridge	1502	Vacant	\$72,880.60	\$86,647.60	\$13,767.00	18.89%	Salary, Title and Grade Change: Planner II (B.30) to Planner IV (B.34); increase vacant position salary from PCNs 1514, 1592, 1596, 1586, 1518	1/12/2018
EMS	0783	n/a	\$51,325.60	\$43,977.23	-\$7,348.37	-14.32%	Decrease position surplus salary	1/26/2018
EMS	0900	Vacant	\$58,192.43	\$65,540.80	\$7,348.37	12.63%	Increase vacant position salary from PCN 0783 to accommodate internal promotion.	1/26/2018
County Attorney	0025	Vacant	\$47,546.78	N/A	N/A	N/A	Title and Grade Change: CA Evidence Tech (B.23) to CA Evidence Tech II (B.24)	1/26/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**7.****Meeting Date:** 01/23/2018

Asset Auction 1/23/2018

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 eight (8) computers (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset auction 1

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 01/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

01/18/2018 09:08 AM
01/18/2018 09:16 AM
Started On: 01/18/2018 08:28 AM

Williamson County EMS

Asset Transfer January 2018

Serial Number	Asset Tag Number	Model Number	Comment/Reason	Condition
86518	None	Unknown CRT	Obsolete	Unknown, Presumed Functional
805UX8P5Z557	None	LG 15	Obsolete	Unknown, Presumed Functional
CNOG6566478045FL23E	None	Dell 13	Obsolete	Unknown, Presumed Functional
CNOG331H6418086605XC	None	Dell 13	Obsolete	Unknown, Presumed Functional
CNOC2JMK744507AA7QU	None	Dell 13	Obsolete	Unknown, Presumed Functional
80078813516308	None	GE CRT Television	Obsolete	Unknown, Presumed Functional
057371022695	None	Donated CRT Television	Obsolete	Unknown, Presumed Functional
CNOG331H6418086605FC	None	Dell 13	Obsolete	Unknown, Presumed Functional
B4420374088125	None	SAWYER	Obsolete	Unknown, Presumed Functional
%K3IA71295	None	Parsonic TV 200105	Obsolete	Unknown, Presumed Functional
ET034I282ET04	None	RET 8888888888888888	Obsolete	Unknown, Presumed Functional
CNOY4413728725961WVS	None	Dell 13	Obsolete	Unknown, Presumed Functional
CNONWXT67287233SD5FM	None	Dell 19	Obsolete	Unknown, Presumed Functional
58K18092NA	None	MFC 15	Obsolete	Unknown, Presumed Functional

AUDITORS OFFICE
WILLIAMSON COUNTY, TEXAS

JAN 17 2018

RECEIVED

Commissioners Court - Regular Session**8.****Meeting Date:** 01/23/2018

Approval for Jail blanket

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase for the Williamson County Jail in the amount of \$187,313.00, for Inmate Food services from Aramark Correctional Services RFP 1605-081.

Background

The Jail does 4 quarterly blankets a year, with funding from the 3006 Food Service budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 01/18/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

01/18/2018 11:11 AM
01/18/2018 11:29 AM
Started On: 01/18/2018 09:10 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 01/23/2018

December 2017 Treasurers Report

Submitted For: David Heselmeyer**Submitted By:** David Heselmeyer, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for December 2017 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTR Report 12-17

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 01/12/2018

Reviewed By

Rebecca Clemons

Date

01/12/2018 03:16 PM

Started On: 01/12/2018 09:27 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMAYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JANUARY TERM 2018

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the ____ day of January, 2018, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **December 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$568,720,390.82.

Dan A. Gattis, County Judge

Terry Cook, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the ____ day _____, A.D., 2018.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: DEC-17

Date: 05-JAN-18 10:47:37
Page: 1

Currency: USD
Entity-01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	615,922.51	476,861,918.32	473,586,114.31	3,891,726.52
Investments - TexPool	45,404,733.74	96,075,175.36	44,511,235.98	96,968,673.12
Investments	239,224,028.63	117,512,564.68	24,455,000.00	332,281,593.31
Investments - Logic	99,833,036.69	168,769,992.38	136,573,341.54	132,029,687.53
Total General Operating	385,077,721.57	859,219,650.74	679,125,691.83	565,171,680.48
Payroll Fund				
Cash	1,627,588.78	13,302,172.50	13,212,603.12	1,717,158.16
Total Payroll Fund	1,627,588.78	13,302,172.50	13,212,603.12	1,717,158.16
SO Commissary Fund				
Cash	316,553.86			316,553.86
Investments - Texpool	1,514,998.32			1,514,998.32
Total SO Commissary Fund	1,831,552.18			1,831,552.18
Grand Total	388,536,862.53	872,521,823.24	692,338,294.95	568,720,390.82

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: DEC-17

Date: 05-JAN-18 10:47:39
Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(2,715,298.15)	246,402,358.31	255,441,062.11	(11,754,001.95)
101000 0200 ROAD & BRIDGE GENERAL FUND	(5,420,259.17)	22,180,899.92	14,699,688.63	2,060,952.12
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(8,175.30)			(8,175.30)
101000 0231 CAMPO PERSONNEL FUND	(507,158.56)	397,793.62	214,157.20	(323,522.14)
101000 0250 PASS THRU FUNDING PROGRAM	1,097,647.86	31,500.00	31,842.19	1,097,305.67
101000 0310 WM-FUTURE ENVIRONMENTAL LIAB		1,521,271.09	1,521,271.09	
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	58,256.17			58,256.17
101000 0340 TOBACCO FUND	278,830.69	952,904.04	13,500.00	1,218,234.73
101000 0350 LAW LIBRARY FUND	101,124.97	38,560.36	44,082.68	95,602.65
101000 0353 JP #3 TEEN COURT PROGRAM	1,945.98	90.00	45.00	1,990.98
101000 0355 COURT REPORTER SERVICE FUND	130,679.28	14,634.74	11,428.58	133,885.44
101000 0360 COURTHOUSE SECURITY FUND	137,131.51	29,903.31	21,466.73	145,568.09
101000 0361 JP SECURITY FUND	135,568.54	1,803.61	923.37	136,448.78
101000 0364 PRETRIAL PREVENTION PROGRAMS	20,520.00	31,680.00	38,520.00	13,680.00
101000 0365 CHILD SAFETY FUND	337,590.09	94,437.30	649,539.48	(217,512.09)
101000 0366 CHILD ABUSE PREVENTION FUND	398.41	56.48	28.24	426.65
101000 0367 JP #3 TRUANCY PROGRAM FD	109,781.27	5,346.18	7,443.37	107,684.08
101000 0368 JP #2 TRUANCY PROGRAM FD	75,762.92	664.04	332.02	76,094.94
101000 0369 JP #4 TRUANCY PROGRAM FD	103,899.99	3,370.69	3,515.82	103,754.86
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	90,860.91	2,926.96	1,438.49	92,349.38
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(51,335.84)	7,246.84	17,964.99	(62,053.99)
101000 0373 JP #1 TRUANCY PROGRAM FD	30,467.27	337.56	158.78	30,646.05
101000 0374 CTY & DIST CT TECHNOLOGY FUND	82,035.03	1,739.11	866.64	82,907.50
101000 0375 ELECTION SRVS CONTRACT FD	47,506.55	13,681.04	28,834.74	32,352.85
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	367,718.26			367,718.26
101000 0378 ELECTION HAVA - TITLE II	744,535.71			744,535.71
101000 0380 PROBATE COURT FUND	51,684.84	1,012.00	491.03	52,205.81
101000 0381 GUARDIANSHIP FUND	127,978.04	4,088.04	8,134.18	123,931.90
101000 0382 SPECIALITY COURTS FUND	144,009.58	4,315.00	3,921.45	144,403.13
101000 0384 RCDS ARCHIVE FUND - CO CLERK	478,916.82	83,890.00	61,682.83	501,123.99
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	907,391.59	174,035.52	145,922.74	935,504.37
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	207,899.55	4,154.70	8,847.86	203,206.39
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	311,356.18	7,794.12	5,333.13	313,817.17
101000 0388 COURT RCDS PRESERVATION FUND	562,349.70	11,250.54	5,516.87	568,083.37
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	182,568.67	16,582.65	9,623.08	189,528.24
101000 0399 STATE AGENCY FUND	468,406.53	442,824.60	217,996.60	693,234.53
101000 0406 CO ATTY HOT CHECK FUND	908.36	2,152.74	1,080.87	1,980.23
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	170,168.46	8,876.64	7,390.00	171,655.10
101000 0410 CO SHRF ASSET FORFEITURES	544,468.89	4,548.66	2,711.19	546,306.36
101000 0490 EMPLOYEE FUND	62,555.71	922.58	783.81	62,694.48
101000 0503 OUT OF ST/ICE INMATE BILL FD		18,040.86	18,040.86	
101000 0507 WC RADIO COMMUNICATION SYSTEM	440,077.46	246,110.42	150,793.61	535,394.27
101000 0508 WMSN CO CONSERVATION FUND	157,326.86	2,710.18	54,300.81	105,736.23
101000 0515 APPELLATE JUDICIAL SYS FD	2,803.59	5,050.22	5,282.01	2,571.80
101000 0545 REGIONAL ANIMAL SHELTER	(344,399.89)	345,090.34	297,059.15	(296,368.70)
101000 0546 REG ANIMAL SHELTER DONATION FUND	566,070.98	41,108.86	36,606.99	570,572.85

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: DEC-17

Date: 05-JAN-18 10:47:39
Page: 2

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0571 JJAEP TIER II FUNDING	355,965.39		11,816.12	344,149.27
101000 0600 DEBT SERVICE-COUNTY WIDE	861,161.89	90,656,086.59	88,757,077.23	2,760,171.25
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,522.30		45.00	6,477.30
101000 0777 CAPITAL PROJECTS FUND	531,456.26	101,165,257.80	99,787,066.28	1,909,647.78
101000 0831 831 CAMPO OPERATING	(438,174.08)	1,060,652.21	895,422.83	(272,944.70)
101000 0852 AVERY RANCH FUND	16,528.19	1,449,674.34	1,410,936.62	55,265.91
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,363.63	320,422.06	311,233.85	10,551.84
101000 0855 NORTHWOODS RD DIST OPERATING FUND		5,000,273.00	5,000,273.00	
101000 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	7,417.72	733,270.88	723,278.67	17,409.93
101000 0875 SO COMMISSARY FUND	316,553.86			316,553.86
101000 0880 PAYROLL FUND	1,627,588.78	13,302,172.50	13,212,603.12	1,717,158.16
101000 0882 FLEET MAINTENANCE	1,001,109.85	240,206.40	316,786.12	924,530.13
101000 0885 WSMN CO BENEFITS FUND	(1,042,383.06)	2,377,828.01	1,705,960.67	(370,515.72)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,087,130.06)	700,483.16	876,588.70	(1,263,235.60)
Total Cash	2,560,065.15	490,164,090.82	486,798,717.43	5,925,438.54
151000 0100 GENERAL FUND	1,492.74	317.69		1,810.43
151000 0200 ROAD & BRIDGE GENERAL FUND	24,809.26	24.78		24,834.04
151000 0350 LAW LIBRARY FUND	304,910.67	304.66		305,215.33
151000 0355 COURT REPORTER SERVICE FUND	1,100,565.42	1,099.59		1,101,665.01
151000 0360 COURTHOUSE SECURITY FUND	129,287.74	129.18		129,416.92
151000 0365 CHILD SAFETY FUND	366,259.94	365.66	315.94	366,309.66
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	222,841.04	222.64		223,063.68
151000 0372 JUSTICE COURT TECHNOLOGY FUND	467,885.37	467.45		468,352.82
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,930,513.86	1,928.86		1,932,442.72
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,900,876.11	1,899.24		1,902,775.35
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	429,490.82	429.14		429,919.96
151000 0408 D/A ASSET FORFEITURES	124,418.65	124.35		124,543.00
151000 0410 CO SHRF ASSET FORFEITURES	358,999.30	358.70		359,358.00
151000 0875 SO COMMISSARY FUND	1,514,998.32			1,514,998.32
151100 0100 GENERAL FUND	2,291,776.51	51,512,721.27	44,489,648.95	9,314,848.83
151100 0200 ROAD & BRIDGE GENERAL FUND	11,660,318.03	13,782.19		11,674,100.22
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,304.13	4.77	21,271.09	4,037.81
151100 0311 WM-MASTER SITE DEVELOPMENT	691,168.35	816.88		691,985.23
151100 0312 WM-COMMUNITY REC FACILITY	499,314.27	590.18		499,904.45
151100 0340 TOBACCO FUND	1,261,679.81	14,002.89		1,275,682.70
151100 0508 WMSN CO CONSERVATION FUND	901,083.28	1,065.04		902,148.32
151100 0600 DEBT SERVICE-COUNTY WIDE	13,443,613.89	43,825,619.33		57,269,233.22
151100 0852 AVERY RANCH FUND	472,408.07	690,868.55		1,163,276.62
151100 0885 WSMN CO BENEFITS FUND	3,235,764.71	3,824.57		3,239,589.28
151161 0777 CAPITAL PROJECTS FUND	405,565.87	479.36		406,045.23
151162 0777 CAPITAL PROJECTS FUND	3,154,385.90	3,728.39		3,158,114.29
Total TexPool/TexPool Prime	46,919,732.06	96,075,175.36	44,511,235.98	98,483,671.44

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: DEC-17

Date: 05-JAN-18 10:47:39
Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
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152000 0100 GENERAL FUND	72,320,141.11	48,692,740.59		121,012,881.70
152000 0200 ROAD & BRIDGE GENERAL FUND	15,994,442.78			15,994,442.78
152000 0250 PASS THRU FUNDING PROGRAM	31,110,693.37			31,110,693.37
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,500,000.00	1,519,638.67	1,500,000.00	1,519,638.67
152000 0340 TOBACCO FUND	2,000,358.44			2,000,358.44
152000 0508 WMSN CO CONSERVATION FUND	2,492,716.47			2,492,716.47
152180 0777 CAPITAL PROJECTS FUND	86,865,747.29	67,300,185.42	14,955,000.00	139,210,932.71
152181 0777 CAPITAL PROJECTS FUND	9,950,729.15			9,950,729.15
152182 0777 CAPITAL PROJECTS FUND	16,989,200.02		8,000,000.00	8,989,200.02
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Total Investments	239,224,028.63	117,512,564.68	24,455,000.00	332,281,593.31
153500 0100 GENERAL FUND	21,151,253.51	69,722,253.03	56,875,845.56	33,997,660.98
153500 0250 PASS THRU FUNDING PROGRAM	3,606,339.07	35,743.87		3,642,082.94
153500 0777 CAPITAL PROJECTS FUND		147,562.50	147,562.50	
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,010,773.50	153,422.27		1,164,195.77
153500 0855 NORTHWOODS RD DIST OPERATING FUND	8,821,110.30	7,779.75	5,000,273.00	3,828,617.05
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	35,316.75	358,166.37		393,483.12
153780 0777 CAPITAL PROJECTS FUND	24,078,838.46	90,295,750.83	71,973,986.67	42,400,602.62
153781 0777 CAPITAL PROJECTS FUND	16,802,019.21	19,525.11	215,986.74	16,605,557.58
153782 0777 CAPITAL PROJECTS FUND	24,327,385.89	8,029,788.65	2,359,687.07	29,997,487.47
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Total Logic	99,833,036.69	168,769,992.38	136,573,341.54	132,029,687.53
Grand Total	388,536,862.53	872,521,823.24	692,338,294.95	568,720,390.82
=====	=====	=====	=====	=====

Commissioners Court - Regular Session**10.****Meeting Date:** 01/23/2018

Donation for Explorer Program

Submitted For: Robert Chody**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting a donation to the Williamson County Sheriff's Office from Ron Skolnik in the amount of \$500.00

Background

Mr. Ron Skolnik donated \$500.00 to the Williamson County Sheriff's Office Explorer Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Peggy Braun

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:29 AM

Started On: 01/18/2018 09:36 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 01/23/2018

Vehicle Reimbursement Agreement for Grace Bible Church for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church (Security for Sunday morning services at church in Georgetown)

Background

This agreement gives permission for Grace Bible Church 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
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AttachmentsGrace Bible Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 09:16 AM

Started On: 01/17/2018 04:30 PM

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the 1/14/2018, 20 18 and shall terminate on September 30, 20 18. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

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


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

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

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: GRACE BIBLE CHURCH

Signature: 

Printed Name: TRAVIS E. BROWNING II

Title: SAFETY TEAM LEADER / ELDER

Date: 1/8/2018, 20 18

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 1-17, 20 18

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session**12.****Meeting Date:** 01/23/2018

Discuss consider and take appropriate action on approval of the final plat for the Star Ranch Commercial Lots 1 2 & 3 Block B subdivision - Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Star Ranch Commercial, Lots 1, 2, & 3, Block B subdivision - Pct 4.

Background

This is the next section of the Star Ranch Commercial development. It consists of 3 lots, 1 common area lot, and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Star Ranch Comm Lots 1-3 Blk B

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/18/2018

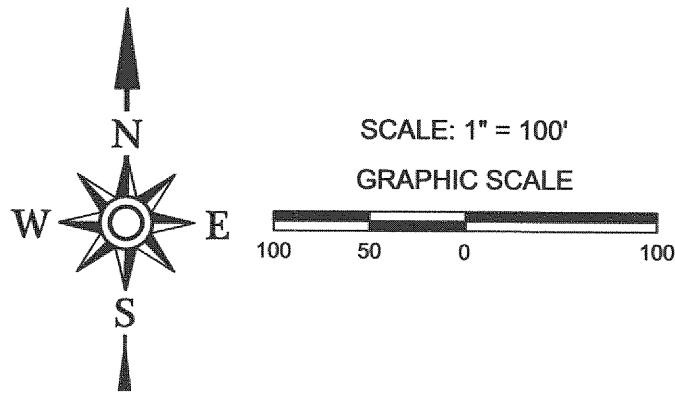
Reviewed By

Wendy Coco

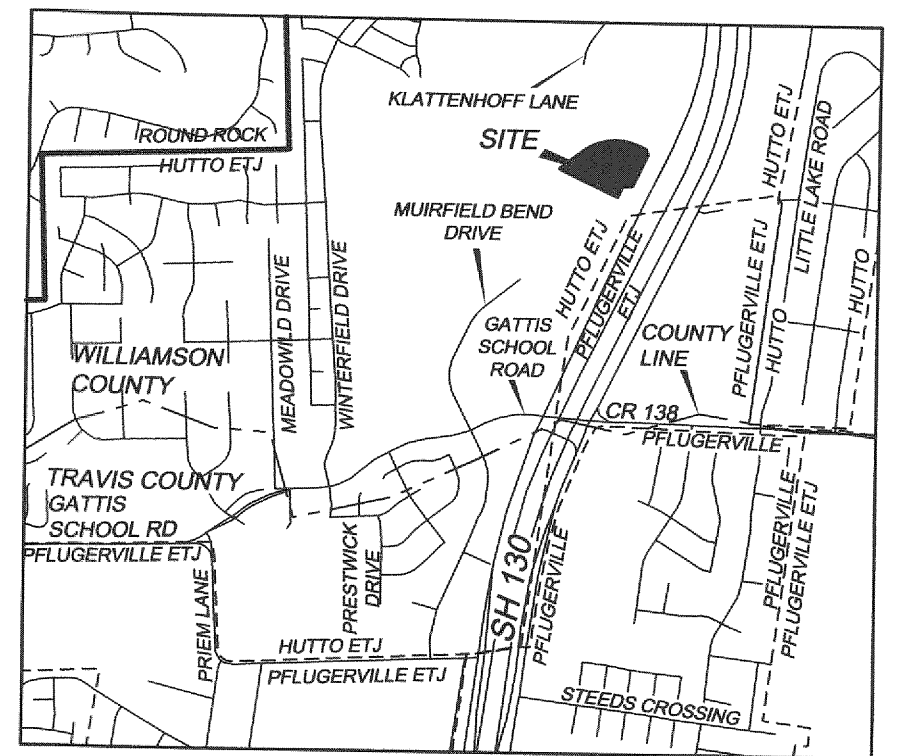
Date

01/18/2018 11:10 AM

Started On: 01/18/2018 10:05 AM



LOT 1, LOT 2 AND LOT 3, BLOCK B OF THE STAR RANCH COMMERCIAL SUBDIVISION



VICINITY MAP
SCALE: 1" = 2000'

LEGEND	
●	1/2" IRON ROD FOUND (OR AS NOTED)
● "RJ"	1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND IN APRIL 2017
● "STANTEC"	1/2" IRON ROD WITH "STANTEC" CAP FOUND
○	1/2" IRON ROD WITH "TRUE-SURV 6614" CAP SET
○ TS	1/2" IRON ROD WITH "6614" CAP RESET AT LOCATION OF 1/2" IRON ROD WITH "RJ SURVEYING" CAP PREVIOUSLY FOUND BY THIS SURVEYOR (SINCE OBLITERATED)
✱ CSF	COTTON SPINDLE FOUND
⊗	X IN CONC. FOUND
△	CALCULATED POINT
⊕	CONTROL POINT/BENCHMARK LOCATION
J.A.E.	JOINT ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.L.E.	WATERLINE EASEMENT
W.W.L.E.	WASTEWATER LINE EASEMENT
()	RECORD INFORMATION
[]	RECORD DATA FROM DOC. 2016058675
{ }	RECORD DATA FROM DOC. 2004008236
<< >>	RECORD DATA FROM DOC. 2017094788

JAMES H. NEILY
SURVEY ABS. 485

N.D. WALLING SURVEY NO. 19
ABS. 675

WILLIAMSON COUNTY, TEXAS TACK DEVELOPMENT, LTD.
(0.479 ACRE)
(2017028229)

KLATTENHOFF LANE

STAR GOLF PARTNERS, LTD.
REM. OF (11.18 ACRES)
(2004037056)

MUIRFIELD BEND DRIVE
(70' R.O.W. WIDTH)
(2017094788)

TACK DEVELOPMENT, LTD.
REM. OF (6.043 ACRES)
(1999069583)

TACK DEVELOPMENT, LTD.
REM. OF (11.18 ACRES)
(2006027467)

MUIRFIELD BEND DRIVE
(70' R.O.W. WIDTH)
(2017094788)

TACK DEVELOPMENT, LTD.
REM. OF (26.1086 ACRES)
(2003031850)

STAR GOLF PARTNERS
(7.23 ACRES)
(2006047705)

MUIRFIELD BEND DRIVE
(70' R.O.W. WIDTH)
(2016020314)

P.O.B.

N64°54'03"W 645.53'
(N64°55'35"W 645.04)
(N64°55'35"W 645.41)

BM
SQUARE CUT ON CURB
ELEV. = 750.65'
(NAVD88/GEOD 12B)

HEB GROCERY COMPANY LP

LOT 1A
AMENDED PLAT OF
STAR RANCH GATTIS
SCHOOL ROAD/SH 130 SUBDIVISION,
LOTS 1A AND 3A
(2017005623)

FLOOD PLAIN NOTE:

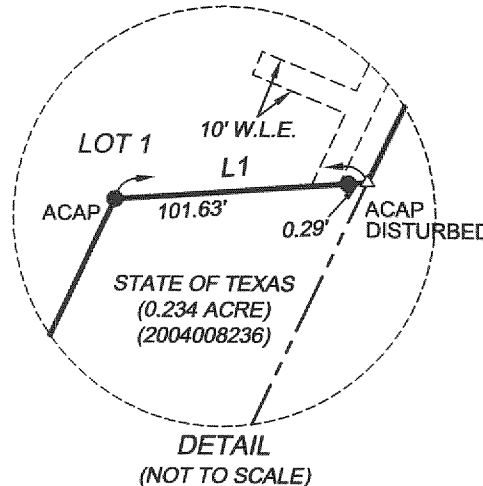
NO PORTION OF THE SUBJECT PROPERTY IS
LOCATED WITHIN THE BOUNDARIES OF THE 100
YEAR FLOODPLAIN, AS IDENTIFIED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY,
FEDERAL INSURANCE ADMINISTRATION, SHOWN
ON MAP NO. 48491C0515E, DATED SEPTEMBER
26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1965.00'	3°22'31"	115.76'	N51°47'50"E	115.74'
	<<1965.00'>>	<<3°22'34">>	<<115.78">>	<<N51°48'59"E>>	<<115.77">>
C2	530.00'	61°37'31"	570.05'	N84°18'37"E	542.97'
	<<530.00'>>	<<61°36'28">>	<<569.89">>	<<N84°18'30"E>>	<<542.83">>
C5	523.73'	46°01'21"	420.69'	S76°18'13"W	409.47'
C6	530.00'	16°09'09"	149.42'	N72°57'13"W	148.92'
C7	24.50'	84°47'52"	36.26'	N68°43'02"E	33.04'
C8	55.50'	87°10'26"	84.44'	N67°31'45"E	76.53'

LOT 1, LOT 2 AND LOT 3, BLOCK B
OF THE STAR RANCH COMMERCIAL SUBDIVISION
A THREE LOT SUBDIVISION CONSISTING OF 6.817 ACRES
PREPARED BY:



1102 South Austin Avenue
Georgetown, Texas 78626
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm License No. 10194304



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°01'15"W	101.92'
	[S85°59'55"W]	[101.87']
	[S85°59'55"W]	[101.72']
L2	S25°01'17"W	114.49'
	[S25°04'25"W]	[114.42']
	[S25°04'25"W]	[114.42']
L3	S25°02'41"W	114.53'
	[S25°04'25"W]	[114.42']
L4	N86°01'27"E	101.86'
	[N85°59'55"E]	[101.84']
	[N85°59'55"E]	[101.72']
L5	N36°29'52"W	70.00'
L6	S64°49'50"E	86.66'
	<<S64°53'16"E>>	<<86.69">>
L7	S19°50'43"E	49.46'
	<<S19°54'09"E>>	<<49.48">>
L8	S01°19'29"W	70.03'
L9	N26°19'07"E	62.15'
L10	N09°17'34"E	92.11'
L11	N26°19'07"E	4.88'

LOT 1, LOT 2 AND LOT 3, BLOCK B
OF THE STAR RANCH COMMERCIAL SUBDIVISION
OWNER: TACK DEVELOPMENT, LTD.
SURVEY: N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675
JAMES H. NEILY SURVEY, ABSTRACT NO. 485

PLAT REVISION DATE: DECEMBER 2, 2017

NO. OF BLOCKS: 1
NO. OF NON-RESIDENTIAL LOTS: 3
NO. OF COMMON AREAS: 1 (DETENTION POND)
NEW STREETS: NONE

DATE OF SURVEY: INITIAL SURVEY JANUARY 31, 2017 BY THIS SURVEYOR UNDER FIRM
NAME OF TRUE-SURV (FORMER COMPANY OF THIS SURVEYOR, SINCE CLOSED);
ADDED EASEMENTS NOVEMBER 14, 2017

SURVEYOR: ALL COUNTY SURVEYING, INC.
1102 S. AUSTIN AVENUE, SUITE 100
GEORGETOWN, TX 78626

ENGINEER: CATALYST ENGINEERING GROUP
100 SOUTH 2ND STREET
PFLUGERVILLE, TEXAS 78660

[illegible]

JOINT ACCESS EASEMENT CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C17	86.09'	46°46'01"	70.27'	N43°27'04"E	68.34'
C18	258.52'	18°23'19"	82.97'	N73°47'23"E	82.61'
C19	25.00'	68°01'17"	29.68'	N44°47'28"E	27.97'
C20	25.00'	34°45'36"	15.17'	N10°48'54"W	14.94'
C21	26.03'	21°43'58"	9.87'	S33°33'03"W	9.81'
C22	54.90'	71°11'16"	68.21'	S45°34'29"W	63.91'
C23	228.52'	18°39'42"	74.40'	S73°39'11"W	74.10'
C24	76.54'	35°33'25"	47.53'	S42°11'53"W	46.74'

LOT 1, LOT 2 AND LOT 3, BLOCK B OF THE STAR RANCH COMMERCIAL SUBDIVISION

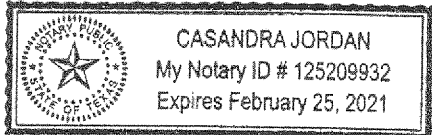
STATE OF TEXAS {
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

THAT TACK DEVELOPMENT, LTD., ACTING BY AND THROUGH ITS PRESIDENT, TIM TIMMERMAN, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS OF RECORD IN DOCUMENT NO. 1999069583, DOCUMENT NO. 2006027467, AND DOCUMENT NO. 2003031850 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO, TEXAS AND WILLIAMSON COUNTY, TEXAS, THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS

LOT 1, LOT 2 AND LOT 3, BLOCK B OF THE STAR RANCH COMMERCIAL SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 4 DAY OF January, 2018.

TIM TIMMERMAN, PRESIDENT
TACK DEVELOPMENT, LTD.
2490 FM 685
AUSTIN, TEXAS 78634
(512) 784-3362



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

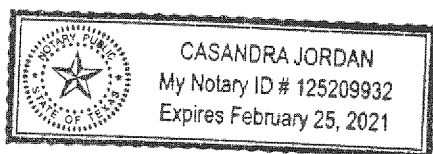
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4 DAY OF January, 2018.

Casandra Jordan
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Casandra Jordan
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: 2/25/21

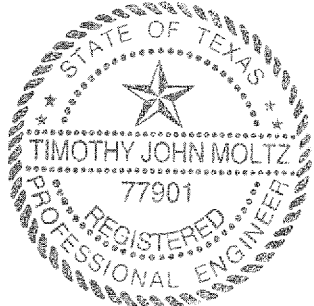


ENGINEER'S CERTIFICATION:

I, TIMOTHY J. MOLTZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

TIMOTHY J. MOLTZ
TEXAS REGISTRATION NO. 77901
CATALYST ENGINEERING GROUP
100 SOUTH 2ND STREET
PFLUGERVILLE, TEXAS 78660

01/04/18
DATE

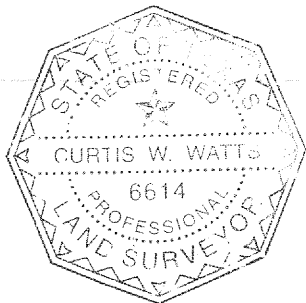


SURVEYOR'S CERTIFICATION:

I, CURTIS W. WATTS, REGISTERED PUBLIC LAND SURVEYOR NO. 6614, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON NOVEMBER 14, 2017.

CURTIS W. WATTS
TEXAS REGISTRATION NO. 6614
ALL COUNTY SURVEYING, INC.
1102 S. AUSTIN AVENUE, SUITE 100
GEORGETOWN, TX 78626

01/04/18
DATE



CITY DEVELOPMENT SERVICES:

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 10TH DAY OF January, 2018.

CAROLYN HORNER, AICP, DIRECTOR

1/10/18
DATE

CITY MAYOR AND CITY SECRETARY SIGNATURES

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ON THE 21ST DAY OF December, 2017.

DOUG GAUL, MAYOR

1/12/18
DATE

LUCRETIA ALVAREZ, CITY SECRETARY

1/12/18
DATE

METES AND BOUNDS DESCRIPTION

BEING A 6.817 ACRE (296,961 SQUARE FEET) TRACT OUT THE JAMES H. NEILY SURVEY ABS. 485 AND THE H.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF AND A PORTION OF THE FOLLOWING TRACTS OF LAND CONVEYED TO TACK DEVELOPMENT, LTD.:

6.043 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED SEPTEMBER 30, 1999 AND RECORDED IN DOCUMENT NO. 1999069583 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

11.18 ACRES DESCRIBED IN A SPECIAL WARRANTY DEED DATED MARCH 28, 2006 AND RECORDED IN DOCUMENT NO. 2006027467 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

26.1086 ACRES DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED APRIL 4, 2003 AND RECORDED IN DOCUMENT NO. 2003031850 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

SAID 6.817 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with "RJ Surveying" cap found by this surveyor in April 2017 in the south right-of-way line of Muirfield Bend Drive (70' right-of-way width) described in deeds to Williamson County, Texas, recorded in Document No. 2016020314 and Document No. 2017094788 of the Official Public Records of Williamson County, Texas, being the most northerly corner of Lot 1A of the Amended Plat of Star Ranch Gattis School Road/SH 130 Subdivision, Lots 1A and 3A, a subdivision of record in Document No. 2017005623 of the Official Public Records of Travis County, Texas, at a corner of a remaining portion of the said 26.1086 acre, for the most westerly corner of the herein described tract of land;

THENCE crossing the said 26.1086 acre, said 11.18 acre and 6.043 acre tracts, with the south right-of-way line of Muirfield Bend Drive, being the north line of the herein described tract of land, the following five (5) courses and distances:

- with a curve to the right, having a radius of 1965.00 feet, a delta angle of 03°22'31", an arc length of 115.76 feet, and a chord bearing North 51°47'50" East, a distance of 115.74 feet to a 1/2" iron rod with "True-Surv 6614" cap set having replaced the 1/2" inch iron rod with "RJ Surveying" cap found by this surveyor in April 2017;
- North 53°30'08" East, a distance of 197.76 feet to a 1/2" iron rod with "True-Surv 6614" cap set for point of curvature;
- with a curve to the right, having a radius of 530.00 feet, a delta angle of 61°37'31", at an arc length of 376.66 feet passing a 1/2" iron rod with "RJ Surveying" cap found in the common line of said 11.18 acre and said 6.043 acre tracts, in all, an arc length of 570.05 feet, and a chord bearing North 84°18'37" East, a distance of 542.97 feet to a 1/2" iron rod with "True-Surv 6614" cap set, having replaced a 1/2" iron rod with "RJ Surveying" cap found by this surveyor in April 2017;
- South 64°49'50" East, a distance of 86.66 feet to a 1/2" iron rod with "True-Surv 6614" cap set, having replaced a 1/2" iron rod with "RJ Surveying" cap found by this surveyor in April 2017;
- South 19°50'43" East, a distance of 49.46 feet to a 1/2" iron rod with "True-Surv 6614" cap set having replaced the 1/2" iron rod with "RJ Surveying" cap found by this surveyor in April 2017, in the west right-of-way line of State Highway 130 (right-of-way width varies) for the northeast corner of the herein described tract of land;

THENCE South 25°02'41" West, with the west right-of-way line of State Highway 130, being the east line of the herein described tract of land, a distance of 356.14 feet to a calculated point at the northeast corner of the 0.234 acre tract conveyed to the State of Texas in Document No. 2004008236 of the Official Public Records of Williamson County, Texas, at the southeast corner of a remaining portion of the said 6.043 acre tract, for an angle point in the west right-of-way line of State Highway 130 and the southeast corner of the herein described tract of land, from which a 1/2" iron rod with "Stantec" cap found at an angle point in the west right-of-way line of State Highway 130, being the southeast corner of said 0.234 acre tract, also being the northeast corner of said Lot 1, bears South 25°02'41" West, a distance of 114.53 feet;

THENCE continuing across the said 6.043 acre tract, with the west right-of-way line of State Highway 130, common with the north and west lines of the said 0.234 acre tract and the southerly lines of the remaining portion of the said 6.043 acre tract, the following two (2) courses and distances:

- South 86°01'15" West, at a distance of 0.29 feet passing a 1/2" iron rod with a disturbed "TXDOT" aluminum cap found, in all, a distance of 101.92 feet to a 1/2" iron rod with "TXDOT" aluminum cap found for a corner;
- South 25°01'17" West, a distance of 114.49 feet to a 1/2" iron rod with "TXDOT" aluminum cap found at an angle point in the north line of said Lot 1A, at the southwest corner of the said 0.234 acre tract, for the most southerly corner of the said 6.986 acre tract, from which the aforementioned 1/2" iron rod with "Stantec" cap found at an angle point in the west right-of-way line of State Highway 130 bears North 86°01'27" East, a distance of 101.86 feet;

THENCE North 64°54'03" West, with the north line of said Lot 1A, being the southerly lines of remaining portions of the said 6.043 acre, said 11.18 acre and said 26.1086 acre tracts, a distance of 645.53 feet to the POINT OF BEGINNING, containing 6.817 acres of land, more or less.

GENERAL NOTES

- A 10' P.U.E. IS DEDICATED ALONG AND ADJACENT TO ALL STREET PROPERTY LINES.
- ALL RIGHT-OF-WAYS AND EASEMENTS TO BE PUBLICALLY DEDICATED ON THIS PLAT ARE FREE OF LIENS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS SHALL BE CONSTRUCTED ON STREETS BOUNDING THE SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
- THIS SUBDIVISION IS RESTRICTED TO COMMERCIAL USE, UNLESS OTHERWISE INDICATED.
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 AFTER THE APPROPRIATED WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THE SITE. THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- THIS SUBDIVISION IS SUBJECT TO THE STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 2008.
- A DEFACIO CERTIFICATE OF COMPLIANCE IS HERE BY ISSUED FOR THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE FO THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO THE PROPERTY DEFECTS AND NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR PLACEMENT OF THE IMPROVEMENT.
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- THE SETBACK ALONG MUIRFIELD BEND DRIVE SHALL BE A MINIMUM OF 25 FEET, THE SETBACK ALONG S.H. 130 SHALL BE A MINIMUM OF 50 FEET AND THE REAR YARD SETBACK SHALL BE A MINIMUM OF 25 FEET. SIDEYARD SETBACK SHALL BE A MINIMUM OF 10 FEET OR 0 FEET FOR COMMON WALLS.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO 2002 SUBDIVISION CODE AS ADOPTED BY CITY OF HUTTO ORDINANCE NO. 1216-02 AND ORDINANCE NO. 5-17-04, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- STORM WATER DISCHARGE FROM THE SUBJECT PROPERTY OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS UNDER DEVELOPED CONDITIONS MAY EXCEED THAT OF THE EXISTING PRE-DEVELOPMENT PEAK RATES, AS CALCULATED DURING THE SITE PLAN REVIEW PROCESS AND BASED ON STANDARD ENGINEERING PRACTICE, WITH THE APPROVAL OF THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3. AS LONG AS THE OVERALL DRAINAGE RELEASED FROM BLOCK B DOES NOT EXCEED THAT OF THE EXISTING PRE-DEVELOPMENT PEAK RATES AS CALCULATED DURING THE SITE PLAN REVIEW PROCESS AND BASED ON STANDARD ENGINEERING PRACTICE.
- THE SURFACE OF ALL PUBLICLY DEDICATED EASEMENT AREAS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

ELECTRIC: ONCOR ELECTRIC DELIVERY 350 TEXAS AVENUE ROUND ROCK, TEXAS 78664 PAUL LEMONS PHONE: 512-244-5693	GAS: ATMOS ENERGY CORP. 3110 NORTH IH-35 ROUND ROCK, TEXAS 78664 BRAD CROSSWHITE PHONE: 512-310-3801	WATER/WASTEWATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 1101 CAPITAL OF TEXAS HIGHWAY, SUITE D110, AUSTIN, TEXAS 78748 ROBERT FERGUSON, MURFEE ENGINEERING PHONE 512-327-9204
---	---	---
- 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.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS FO 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. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED 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.
- ANY EASEMENTS AND SETBACKS SHOWN HEREON THAT ARE CREATED BY A SEPARATE INSTRUMENT SHALL BE GOVERNED BY THE TERMS, PROVISIONS AND CONDITIONS OF SUCH SEPARATE INSTRUMENT, AND THE LOCATIONS OF SUCH EASEMENTS DEPICTED HEREON ARE APPROXIMATE WITH THE EXACT LOCATIONS SET FORTH IN SUCH SEPARATELY RECORDED INSTRUMENT.
- COMMON AREA "A" SHOWN HEREON WILL BE MAINTAINED BY THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3.
- ALL JOINT ACCESS EASEMENTS ON THIS PLAT WILL BE MAINTAINED BY THE OWNERSHIP OF EACH LOT.

WILLIAMSON COUNTY 911 ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 5th DAY OF Jan, 2018

Indy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

1/5/18
DATE

COUNTY JUDGE'S APPROVAL

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

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

COUNTY CLERK CERTIFICATION

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____ M. AND DULY RECORDED THIS ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

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

Commissioners Court - Regular Session**13.****Meeting Date:** 01/23/2018

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 12/19/2017

Reviewed By

Wendy Coco

Date

12/19/2017 03:08 PM

Started On: 12/19/2017 09:07 AM

Commissioners Court - Regular Session**14.****Meeting Date:** 01/23/2018

1603-064 Arterial H Change Order No. 2

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$58,143.87 for Arterial H, a Road Bond Project in Commissioner Pct. 3. Project: P276. Funding Source: Road Bonds.

Background

This Change Order is for the following: the addition of soil retention blankets to the contract to minimize erosion and aid in vegetation establishment on the slopes along the roadway; the addition of various items of work shown on the original plans but not included in the summary of quantities; the modification of backless style curb inlets to standard curb inlets to eliminate the need for additional pedestrian handrail; and the elimination of lime treated subgrade items in the contract. The subgrade material was tested throughout the project to confirm that the lime treated subgrade was not needed. An item for subgrade prep was added to the contract for the work that the Contractor performed to get the subgrade ready for flexible base. The Change Order also includes the addition of 120 Calendar Days to the Contract time. The Contractor delayed the start of construction on Culvert A and the subgrade adjacent to the pond to allow the pond contractor to complete construction of the detention pond.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1603-064 Arterial H CO No. 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 01/18/2018

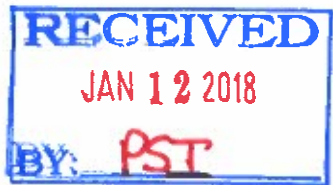
Reviewed By

Wendy Coco

Date

01/18/2018 09:54 AM

Started On: 01/17/2018 02:35 PM



WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Patin Construction
2. Change Order Work Limits: Sta. 10+00 to Sta. 53+67.30
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3E, 1B, 2E (3 Max. - In order of importance - Primary first)

Project:	<u>1603-064</u>
Roadway:	<u>Arterial H</u>
CSJ Number:	<u></u>

5. Describe the work being revised:

3E. County Convenience. Reduction of future maintenance. This change order adds soil retention blanket to the contract to prevent erosion and to establish vegetation on the slopes and along the roadway. **1B. Design Error or Omission.** This change order also adds items to the contract for work shown in the plans but not included in the summary of items and quantities. **2E: Differing Site Conditions. (unforeseeable) Miscellaneous difference in site conditions (unforeseeable)(item 9).** This Change Order deletes lime treated subgrade items due to the quality of the material encountered at subgrade elevation.

6. Work to be performed in accordance with Items: SEE ATTACHED
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications 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).

<p><small>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</small></p> <p>THE CONTRACTOR Date <u>1/11/18</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Tim Patin</u></p> <p>Typed/Printed Title <u>President</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>120</u></p> <p>Amount added by this change order: <u>\$58,143.87</u></p>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] 1/12/18
Project Manager Date

N/A
Design Engineer Date

[Signature] 1/12/2018
Program Manager Date

Design Engineer's Seal:

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

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 1603-064

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
169-6001	SOIL RETENTION BLANKET (CL1) (TYA)	SY	\$1.27	0.00	\$0.00	23,232.00	23,232.00	\$29,504.64	\$29,504.64
260-6001	LIME (HYDRATED LIME (DRY))	TON	\$200.00	304.00	\$60,800.00	(304.00)	0.00	\$0.00	(\$60,800.00)
260-6073	LIME TRT (SUBGRADE) (8IN)	SY	\$2.00	16,901.00	\$33,802.00	(16,901.00)	0.00	\$0.00	(\$33,802.00)
464-6017	RC PIPE (CL IV) (18IN)	LF	\$37.35	0.00	\$0.00	35.00	35.00	\$1,307.25	\$1,307.25
465-6166	SLOPING HEADWALL	EA	\$4,000.00	1.00	\$4,000.00	(1.00)	0.00	\$0.00	(\$4,000.00)
467-6356	SET (TYII) (18IN) (3:1) (PRECAST)	EA	\$910.44	0.00	\$0.00	4.00	4.00	\$3,641.76	\$3,641.76
502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$1,200.00	17.00	\$20,400.00	2.00	19.00	\$22,800.00	\$2,400.00
529-6302	RIBBON CURB	LF	\$13.23	0.00	\$0.00	734.00	734.00	\$9,710.82	\$9,710.82
618-6058	CONDT (PVC) (SHC 80) (4IN)	LF	\$18.90	0.00	\$0.00	474.00	384.00	\$7,257.60	\$7,257.60
450-WC01	PEDESTRIAN HANDRAIL (COA 707S-1 DETAIL)	LF	\$135.70	0.00	\$0.00	474.00	474.00	\$64,321.80	\$64,321.80
502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$1,200.00	17.00	\$20,400.00	4.00	21.00	\$25,200.00	\$4,800.00
999-WC03	SUBGRADE PREP	SY	\$2.00	0.00	\$0.00	16,901.00	16,901.00	\$33,802.00	\$33,802.00
TOTALS					\$139,402.00			\$197,545.87	\$58,143.87

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

Williamson County Road Bond Program

Arterial H Williamson County Project No. 1603-064

Change Order No. 2

Reason for Change

This Change Order consists of the following: 1) the addition of soil retention blankets to the contract to minimize erosion and aid in vegetation establishment on the slopes along the roadway; 2) the addition of various items of work shown on the original plans, but not included in the summary of quantities. These items include ribbon curb, electrical conduit, and pedestrian handrail at culvert headwalls; 3) changing the backless style curb inlets to standard curb inlets to eliminate the need for additional pedestrian handrail; 4) eliminates the lime treated subgrade items in the Contract. The subgrade material was tested throughout the project to confirm that the lime treated subgrade was not needed. An item for subgrade prep was added to the contract for the work that the Contractor performed to get the subgrade ready for flexible base. The new item replaces the "Lime Treat (Subgrade)" item originally included in the Contract; and 5) the addition of 120 calendar Days to the Contract time and 4 months of barricades for delays associated with the adjacent contractor utilizing the roadway for detention pond construction. The Contractor delayed the start of construction on Culvert A and the subgrade adjacent to the pond to allow the pond contractor to complete construction of the detention pond.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
169-6001	SOIL RETENTION BLANKET (CL1) (TY A)	23,232	SY
464-6017	RC PIPE (CL IV) (18IN)	35	LF
467-6356	SET (TYII) (18IN) (3:1) PRECAST	4	EA
529-6302	RIBBON CURB	734	LF
618-6058	CONDT (PVC) (SCH 80) (4IN)	384	LF
450-WC01	PEDESTRIAN HANDRAIL (COA 707S-1 DETAIL)	474	LF
999-WC03	SUBGRADE PREP	16,901	SY

This Change Order results in a net increase of \$58,143.87 to the Contract amount, for an adjusted Contract total of \$3,401,849.67. The original Contract amount was \$3,210,934.80. As a result of this and all Change Orders to-date, \$190,914.87 has been added to the Contract, resulting in a 5.9% net increase in the Contract cost. One hundred and twenty (120) days have been added to the Contract as a result of this Change Order or other Change Orders to date.

HNTB Corporation

James Klotz, P.E.

Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

Change Order #2

1-Dec-17

WILLIAMSON COUNTY

Email: [James Klotz <jklotz@HNTB.com>](mailto:James.Klotz@HNTB.com)

Arterial H

MODIFIED INLETS, HANDRAIL, SUBGRADE PREP AND RIBBON CURB RATE

Item No.	Qty.	Unit	Description	Unit Price	Total	
169-6001	23,232	SY	SOIL RETENTION BLANKETS (CL 1)(TY A)	\$ 1.27	\$ 29,504.64	25,555.20 x 15%
COA 707	474	LF	PEDESTRIAN HANDRAIL (per COA 707S-1 detail)	\$ 135.70	\$ 64,321.80	55,932 x 15%
618-6058	384	LF	CONDT (PVC) (SCH 80) (4")	\$ 18.90	\$ 7,257.60	Invoice+labor+equi x 15%
464-6017	35	LF	RC PIPE (CL IV)(18 IN)	\$ 37.35	\$ 1,307.25	Invoice+labor+equi x 15%
467-6356	4	EA	S.E.T (TY II) (18 IN) (RCP) (3: 1) PRE CAST	\$ 910.44	\$ 3,641.76	Invoice+labor+equi x 15%
260-6001	16,901	SY	WORDING CHANGE ONLY FROM LIME TRT (SUBGRADE)(8") TO SUBGRADE PREPERATION (8")	NA	NA	
529-6302	734	LF	RIBBON CURB	\$ 13.23	\$ 9,710.82	8441x15%

450-WC01

CHANGE ORDER TOTAL

\$ 115,743.87



Work Order # 1607.6
Work Order Date: 11/7/2017

Patin Construction LLC

3800 West 2nd Street
Taylor, TX 76574
O: (512) 269-1071
F: (512) 269-1072

**WORK ORDER UNDER MASTER SUBCONTRACT
AGREEMENT**

FOR

Woolery Custom Fence Co.
P.O. Box 986
Elgin, Texas 78621
(512) 281-2186

Pursuant to Paragraph 1 of the Master Subcontract Agreement entered between **Patin Construction LLC** and **Woolery Custom Fence**, as of **November 17th, 2017**, Patin Construction LLC and Subcontractor hereby establish matters pertinent to the Subcontract Work described below:

1. Project: Arterial H West - Phase One
2. The Construction Site is located at: Sam Bass Rd and Arterial H, Round Rock, TX
3. The Project Owner is: Williamson County Texas, 901 S. Austin Ave. Georgetown, TX 78626
4. The Subcontract Price is not to exceed: \$59,032.25 (Fifty nine Thousand Thirteen dollars and Twenty five cents.)

5. The Contract Scope of Work is:

Item No.	Description	Unit	Qty.	Unit Price	Total
57	Wire Fence (TY A)	FT	475	\$7.25	\$3,081.25
CO#2	Pedestrian Handrail	FT	474	\$118.00	\$55,932.00

TOTAL: \$ 59,013.25

6. The following exhibits are incorporated by reference:

- Woolery Custom Fence Co., Proposal dated March 14, 2017

7. Patin Construction's on-site representatives is: Jimmy Patin, Project Manager

8. This Work Order, the Master Subcontract Agreement and the Contract Specifications and Documents incorporated into each of them by reference together constitute the entire agreement between the Parties and supersedes any and all prior written or oral agreements between the Parties with respect to the Subcontract Work on the Project.

Patin Construction LLC

By

Title President

Print Name Tim Patin

Date

11/16/17

Woolery Custom Fence Co.

By

Title

Authorized Representative

Print Name

Date

Shane Woolery
11/8/17





\$0.00 | 0%
from Unadjusted Rate

Use



KOMATSU WA250-6 (disc. 2013)

Wheel Loaders (/search?facets=%5B%7B%22facetId%22%3A%22category%22%2C%22facetFilter%22%3A%5B32%5D%7D%5D)

4-Wd Articulated Wheel Loaders (/search?facets=%5B%7B%22facetId%22%3A%22subtype%22%2C%22facetFilter%22%3A%5B773%5D%7D%5D)

135 - 149 HP

[COMPARE SIMILAR MODELS \(/COMPARE-SIMILAR-MODELS/32122?CONFIGURATIONSEQUENCE=0&MODELYEAR=2013\)](#)

MARKET POPULARITY: VERY POPULAR (HTTP://EQUIPMENTWATCH.COM/RESOURCE-LIBRARY/Dictionary/Model-POPULARITY/)

YEAR	2013	METER READS	in Hours or MI/KILM	SERIAL NUMBER	...
------	------	-------------	---------------------	---------------	-----

Operator Protection:
ROPS/FOPS

Power Mode: Diesel

Net Horsepower: 138 hp

Bucket Capacity - Heaped: 3 cu
yd

COSTS/RENTAL RATE BLUE BOOK (/model/Wheel-Loaders/4-Wd-Articulated-Wheel-Loaders/Komatsu/WA250-6/32122/costs/rental-rate?modelYear=2013)

Cost Recovery Rate (/model/Wheel-Loaders/4-Wd-Articulated-Wheel-Loaders/Komatsu/WA250-6/32122/costs/cost-recovery-rate?modelYear=2013)

Internal Charge Rate (/model/Wheel-Loaders/4-Wd-Articulated-Wheel-Loaders/Komatsu/WA250-6/32122/costs/internal-charge?modelYear=2013)

Select Organization

OR

☐ Enter Values Manually

LOCATION

Location

OWNERSHIP ADJUSTMENT

100%

OPERATING ADJUSTMENT

100%

OWNERSHIP TIME STANDARD

Monthly

Active Rate

Rate Effective Date

Always Use Current Rate

Ownership Cost (Hourly)

\$21.39

\$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Hourly)

\$24.05

\$0.00 | 0%
from Unadjusted Rate

\$45.44
(http://equipmentwatch.com/resource-library/dictionary/fhwa-rate/)

\$0.00 | 0%
from Unadjusted Rate

Ownership Cost, Unadj
(Monthly)

\$3,765.00

Ownership Adjustment
(100%)

\$0.00

Regional Adjustment
(0%)

\$0.00

Year Adjustment
(2013: 0%)

\$0.00

176 (Hourly Calculation)

Standby Rate

Rate Effective Date

Always Use Current Rate

Ownership Cost (Hourly)

\$13.05

\$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Hourly)

\$0.00

\$0.00 | 0%
from Unadjusted Rate

\$13.05
(https://equipmentwatch.com/resource-library/dictionary/standby-rates/)

\$0.00 | 0%
from Unadjusted Rate

Idling Rate

Rate Effective Date

Always Use Current Rate

Ownership Cost (Hourly)

\$21.39

\$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Hourly)

\$11.24

\$0.00 | 0%
from Unadjusted Rate

\$32.63
(https://equipmentwatch.com/resource-library/dictionary/idle-rates/)

\$0.00 | 0%
from Unadjusted Rate



DEERE 410D (disc. 1996)

[+ ADD TO SAVED MODELS](#)

Wheel Tractors (/search?facets=%5B%7B%22facetId%22%3A%22category%22%2C%22facetFilter%22%3A%5B40%5D%7D%5D)
 › Tractor-Loader-Backhoes (/search?facets=%5B%7B%22facetId%22%3A%22subtype%22%2C%22facetFilter%22%3A%5B1029%5D%7D%5D)
 › 15' to Under 16'
[≡ COMPARE SIMILAR MODELS \(/COMPARE-SIMILAR-MODELS/20012?CONFIGURATIONSEQUENCE=16&MODELYEAR=1996\)](#)

MARKET POPULARITY: VERY POPULAR (HTTP://EQUIPMENTWATCH.COM/RESOURCE-LIBRARY/Dictionary/Model-POPULARITY/)

YEAR	1996	METER READS	in Hours or MI/KILM	SERIAL NUMBER	...
YOUR CONFIGURATION*					
Drive	4WD	Loader Bucket Ca	1.25 cu yd	Operator Protection	EROPS
EDIT					
Drive: 4WD		Loader Bucket Capacity-- Heaped: 1.25 cu yd		Net Horsepower: 85 hp	
Operator Protection: EROPS					

COSTS/RENTAL RATE BLUE BOOK (/model/Wheel-Tractors/Tractor-Loader-Backhoes/Deere/410D/20012/costs/cost-recovery?configurationSequence=16&modelYear=1996)

Cost Recovery Rate (/model/Wheel-Tractors/Tractor-Loader-Backhoes/Deere/410D/20012/costs/cost-recovery?configurationSequence=16&modelYear=1996)

Internal Charge Rate (/model/Wheel-Tractors/Tractor-Loader-Backhoes/Deere/410D/20012/costs/internal-charge?configurationSequence=16&modelYear=1996)

Select Organization OR ☐ Enter Values Manually

LOCATION	Location	OWNERSHIP ADJUSTMENT	100%
OPERATING ADJUSTMENT	100%	OWNERSHIP TIME STANDARD	Monthly
Active Rate Rate Effective Date Always Use Current Rate <input type="text"/>			
Ownership Cost (Hourly) \$19.57 <small>\$0.00 0% from Unadjusted Rate</small>		Operating Cost (Hourly) \$21.40 <small>\$0.00 0% from Unadjusted Rate</small>	
Formula $\text{Ownership Cost} + \text{Operating Cost} = \text{Active Rate}$			

Ownership Cost, Unadj (Monthly) **\$3,445.00** +
 Ownership Adjustment (100%) **\$0.00** +
 Regional Adjustment (0%) **\$0.00** +
 Year Adjustment (1996: 0%) **\$0.00**

176 (Hourly Calculation)

Standby Rate Rate Effective Date Always Use Current Rate <input type="text"/>			
Ownership Cost (Hourly) \$10.57 <small>\$0.00 0% from Unadjusted Rate</small>		Operating Cost (Hourly) \$0.00 <small>\$0.00 0% from Unadjusted Rate</small>	
Formula $\text{Ownership Cost} + \text{Operating Cost} = \text{Standby Rate}$			

Idling Rate Rate Effective Date Always Use Current Rate <input type="text"/>			
Ownership Cost (Hourly) \$19.57 <small>\$0.00 0% from Unadjusted Rate</small>		Operating Cost (Hourly) \$8.37 <small>\$0.00 0% from Unadjusted Rate</small>	
Formula $\text{Ownership Cost} + \text{Operating Cost} = \text{Idling Rate}$			



INVOICE

9609 Beck Circle Austin, Texas 78758-5401
Phone: (512) 833-5410 Fax: (512) 833-5407

CUST.#: 1319
SHIP TO: ARTERIAL H PHASE 1
PATIN CONSTRUCTION, LLC
ARTERIAL H
ROUND ROCK, TX

BILL TO: PATIN CONSTRUCTION, LLC
3800 WEST 2ND STREET
TAYLOR, TX 76574

INVOICE DATE	SHIPPED	ORDER NO.
		1082297-00
P.O. NO.	PAGE #	TERMS
1607	1	NET 30 DAYS
INSTRUCTIONS		
SHIP POINT		SHIP VIA
Techline Pipe Hutto		

Please remit all payments to:

Techline Pipe, L.P.
P.O. Box 4328
Houston, TX 77210-4328

Please remit overnight payments to:

Techline Pipe, L.P.
Attn: Lockbox 4328
10900 Corp. Centre Dr, Ste 150
Houston, TX 77041
(713) 867-1031

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	384		SSCH80040BE 4" x 20' SCH-80 PVC BELL END PIPE, GREY		FT	6.90	2649.60
1	Lines Total		Qty Shipped Total	384		Total	2649.60
						Invoice Total	2649.60

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

PAYROLL (FOR CONTRACTOR'S OPTIONAL USE)

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

PATIN CONSTRUCTION LLC

- 5729

ADDRESS 3800 W 2ND STREET
TAYLOR TX 76574

PAYROLL NO.

PROJECT OR CONTRACT NO.

1607

PERIOD BEGIN 11/20/2017 PERIOD END 11/26/2017

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFI- CATION	(4) DAY AND DATE							(5) TOTAL HOURS OF PAY WEEK	(6) RATE OF PAY	(7) GROSS PROJ. WEEK	(8) DEDUCTIONS				(9) CHECK NO. NET WAGES PAID FOR WEEK	
				Sun	Mon	Tue	Wed	Thu	Fri	Sat			FICA	FED W/H	STATE TAXES	OTHER	TOTAL		
				26	20	21	22	23	24	25	HOURS WORKED EACH DAY								

HOURS WORKED EACH DAY

AAA-AA-JJUUU HERNANDEZ, ADOLFO	M 3	O									25.50	510.00						DIRDEP
		S	10.00	10.00	10.00	10.00				30.00	17.00	510.00	27.42	0.00	0.00		27.42	482.58
HERNANDEZ, OLIVER	S 2	O								0.50	21.00	570.50						DIRDEP
		S	2.00	10.00	10.00	10.00	8.00			40.00	14.00	570.50	39.31	38.12	0.00		77.43	493.07
JARAMILLO, AMANDO	M 2	O									22.50	450.00						DIRDEP
		S	10.00	10.00	10.00	10.00				30.00	15.00	450.00	34.43	12.79	0.00		47.22	402.78

Conduit Install:

17x15=\$255.00
14x15=\$210.00
15x15=\$225.00
16x15=\$240.00

Total: \$930.00

Precast SET Install:

17x9=\$153.00
14x9=\$126.00
15x9=\$135.00
16x9=\$144.00

Total: \$558.00

RCP CI IV Install:

17x2=\$34.00
14x2=\$28.00
15x2=\$30.00
16x2=\$32.00

Total: \$124.00

Equip for Install:

Ex Komatsu 200 - 85.96x15=\$1440
Komatsu Loader 250 - 45.44x15=\$681.60
JD 410 Backhoe - 40.97x15=\$614.55

Total: \$2736.15

Ex Komatsu 200 - 85.96x9=\$773.64
Komatsu Loader 250 - 45.44x9=\$408.96
JD 410 Backhoe - 40.97x9=\$368.73

Total: \$1551.33

Komatsu Loader 250 - 45.44x2=\$90.88
JD 410 Backhoe - 40.97x2=\$81.94

Total: \$172.82

S = Straight Time

Created by Paydrex, LLC. (Rev. 06/01/00)

ACTOR'S OPTIONAL USE)

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

PATIN CONSTRUCTION LLC

- S729

ADDRESS 3800 W 2ND STREET
TAYLOR TX 76574

PAYROLL NO.

PERIOD BEGIN	11/20/2017	PERIOD END	11/26/2017
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PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

1604-063 Arterial^{ca} H

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (a-g... LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFI- CATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS PROJ. WEEK	(8) DEDUCTIONS				(9) CHECK NO. NET WAGES PAID FOR WEEK OTHER				
			HOURS WORKED EACH DAY																		
			Sun	Mon	Tue	Wed	Thu	Fri	Sat												
			26	20	21	22	23	24	25												
HUNK, STEVEN	H 1	Expert									40.00	47.50	1000.00	472.47	206.98	0.00			339.15	1460.85	2864013061
NORMAN, HAYDEN	S 1	Gen E-2 Gen		10.00	10.00	10.00	10.00				30.00	24.00	480.00	36.72	44.72	0.00			81.44	398.56	

[illegible]

O = Overtime
S = Straight Time

INVOICE



WWW.FORTERRABP.COM

Ship To:
ARTERIAL H
ROUND ROCK TX 78664
United States of America

Bill To:
PATIN CONSTRUCTION, LC.
3800 W 2ND ST
TAYLOR TX 76574-4624
United States of America

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
13-OCT-17	1 of 1
Invoice Number	
11563665	
Sales Contract	Customer Number
10950303	00035244
Customer Order	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
11-OCT-17	10417	2722940	LEIU OF CL4 18" CL5 8' T&G RCP	32	LINEAR FEET	24.00	768.00
			STRUCTURE TOTAL				768.00
11-OCT-17	10417	2722940	MISC 3/4" X 2.50' PREFORMED PLASTIC GASKET	1	EACH	.00	.00
			STRUCTURE TOTAL				.00
			MATERIAL SUB-TOTAL				768.00
Term: NET 30 Days				Total Qty	33	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE	AMOUNT DUE	
				.00	MO DAY 11 12	768.00	

PAYROLL (FOR CONTRACTOR'S OPTIONAL USE)

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS 3800 W 2ND STREET TAYLOR TX 76574	
PATTIN CONSTRUCTION LLC		PROJECT OR CONTRACT NO. 1607	
PERIOD BEGIN 11/20/2017 PERIOD END 11/26/2017		PROJECT AND LOCATION	
PAYROLL NO.			

AAA-AA-JUL00 HERNANDEZ, ADOLFO	M 3	Front End Loader	O																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Conduit Install:
 17x15=\$255.00
 14x15=\$210.00
 15x15=\$225.00
 16x15=\$240.00
 Precast SET Install:
 17x9=\$153.00
 14x9=\$126.00
 15x9=\$135.00
 16x9=\$144.00
Total: \$930.00

Equipment for Install:
 Ex Komatsu 200 - 85.96x15=\$1440
 Komatsu Loader 250 - 45.44x15=\$681.60
 JD 410 Backhoe - 40.97x15=\$614.55
Total: \$2736.15

Conduit Install:
 17x15=\$255.00
 14x15=\$210.00
 15x15=\$225.00
 16x15=\$240.00
 Precast SET Install:
 17x9=\$153.00
 14x9=\$126.00
 15x9=\$135.00
 16x9=\$144.00
Total: \$930.00

Equipment for Install:
 Ex Komatsu 200 - 85.96x9=\$773.64
 Komatsu Loader 250 - 45.44x9=\$408.96
 JD 410 Backhoe - 40.97x9=\$368.73
Total: \$1551.33

Conduit Install:
 17x15=\$255.00
 14x15=\$210.00
 15x15=\$225.00
 16x15=\$240.00
 Precast SET Install:
 17x9=\$153.00
 14x9=\$126.00
 15x9=\$135.00
 16x9=\$144.00
Total: \$930.00

Equipment for Install:
 Ex Komatsu 200 - 85.96x2=\$90.88
 Komatsu Loader 250 - 45.44x2=\$81.94
 JD 410 Backhoe - 40.97x2=\$81.94
Total: \$172.82

INVOICE



WWW.FORTERRABP.COM

Ship To:
ARTERIAL H
ROUND ROCK TX 78664
United States of America

Bill To:
PATIN CONSTRUCTION, LC.
3800 W 2ND ST
TAYLOR TX 76574-4624
United States of America

Remit To:
Forterra Pipe & Precast, LLC
PO BOX 842481
DALLAS TX 75284-2481

Invoice Date	Page Number
16-NOV-17	1 of 1
Invoice Number	
11571446	
Sales Contract	Customer Number
10950303	00035244
Customer Order	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
16-NOV-17	10474	2741446	MISC				
			18" 3:1 PRECAST SET	4	EACH	264.35	1,057.40
			STRUCTURE TOTAL				1,057.40
			MATERIAL SUB-TOTAL				1,057.40
Term: NET 30 Days				Total Qty	4	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE	AMOUNT DUE	
				.00	MO DAY 12 16	1,057.40	

PAYROLL (FOR CONTRACTOR'S OPTIONAL USE)

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

PATIN CONSTRUCTION LLC

- \$729

ADDRESS 3800 W 2ND STREET
TAYLOR TX 76574

PAYROLL NO.

PROJECT OR CONTRACT NO.
1607

PERIOD BEGIN 11/20/2017 PERIOD END 11/26/2017

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFI- CATION	(4) DAY AND DATE							(5) TOTAL HOURS OF PAY WEEK	(6) RATE OF PAY	(7) GROSS PROJ. WEEK	(8) DEDUCTIONS			(9) CHECK NO. NET WAGES PAID FOR WEEK		
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	FED W/H	STATE TAXES		OTHER	TOTAL
			26	20	21	22	23	24	25									

HOURS WORKED EACH DAY

AAA-AA-JJUUU HERNANDEZ, ADOLFO	M	3																	DIRDEP
				10.00	10.00	10.00	10.00			30.00	25.50	510.00		27.42	0.00			27.42	482.58
HERNANDEZ, OLIVER	S	2								0.50	21.00	570.50		39.31	0.00			77.43	493.07
				10.00	10.00	10.00	10.00	8.00		40.00	14.00	570.50							DIRDEP
JARANILLO, AMANDO	M	2									22.50	450.00		34.43	0.00			47.22	402.78
				10.00	10.00	10.00	10.00			30.00	15.00	450.00							DIRDEP

Conduit Install:

~~17x15=\$255.00~~
~~14x15=\$210.00~~
~~15x15=\$225.00~~
~~16x15=\$240.00~~

Precast SET Install:

17x9=\$153.00
14x9=\$126.00
15x9=\$135.00
16x9=\$144.00

RCP CHV Install:

~~17x2=\$34.00~~
~~14x2=\$28.00~~
~~15x2=\$30.00~~
~~16x2=\$32.00~~

Equip for Install:

~~Ex Komatsu 200 - 85.96x15=\$1440~~
~~Komatsu Loader 250 - 45.44x15=\$681.60~~
~~JD 410 Backhoe - 40.97x15=\$614.55~~

Ex Komatsu 200 - 85.96x9=\$773.64
Komatsu Loader 250 - 45.44x9=\$408.96
JD 410 Backhoe - 40.97x9=\$368.73

~~Komatsu Loader 250 - 45.44x2=\$90.88~~
~~JD 410 Backhoe - 40.97x2=\$81.94~~

Total: \$2736.15

Total: \$1551.33

Total: \$172.82

S = Straight Time

Updated by PAYUMEX, INC. (REV. DEC. 2000)

PAYROLL (FOR CO-OWNER'S OPTIONAL USE)

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS 3800 W 2ND STREET TAYLOR TX 76574	
PATIN CONSTRUCTION LLC		PROJECT OR CONTRACT NO. 1607	
PERIOD BEGIN 11/20/2017 PERIOD END 11/26/2017		PROJECT AND LOCATION 1604-063 AETERIAL H	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFI- CATION	(4) DAY AND DATE							(5) TOTAL HOURS OF PAY	(6) GROSS PROJ. WEEK	(8) DEDUCTIONS				(9) CHECK NO. NET WAGES PAID FOR WEEK DTRUEP	
			HOURS WORKED EACH DAY									FICA	FED W/H	STATE TAXES	OTHER		TOTAL
			Sun 26	Mon 20	Tue 21	Wed 22	Thu 23	Fri 24	Sat 25								
WORKER	1	Exempt	10.00	10.00	10.00	10.00	10.00	10.00	40.00	47.50	4000.00	473.42	206.98	0.00	339.15	1460.85	
NORMAN, HAYDEN	1	Exempt	10.00	10.00	10.00	10.00	10.00	10.00	30.00	24.00	480.00	36.72	44.72	0.00	81.44	398.56	

HOLT ENGINEERING, INC.

2220 Barton Skyway; Austin, Texas 78704
Ph. 512-447-8166 Fax 512-447-0852

ATTERBERG LIMITS

REPORT NO. 02

PROJECT: Arterial H – Phase 1 REPORT DATE: 16 August 2017
LOCATION: Sam Bass Road & Arterial H FILE NO.: 07-27916
Round Rock, Texas 78681 WORK ORDER NO: 1607.7
CLIENT: Patin Construction, LLC DATES SAMPLED: 08-10-17 and 08-14-17
3800 West 2nd Street
Taylor, Texas 76574
ATTN.: Mr. Jimmy Patin

REPORT OF: Atterberg Limits (ASTM D-4318)

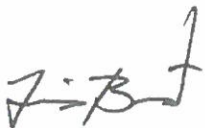
MATERIAL DESCRIPTION: 1 Red and Brown Clay
2 Brown Clay
3 Brown Clay

MATERIAL SOURCE: On-Site- Cut Subgrade in Roadway

ATTERBERG LIMITS (ASTM D-4318):

NO.	SAMPLE LOCATION	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX
1	Arteria Dr., Sta. 13+00 (Material 1)	36	17	19
2	Arteria Dr., Sta. 19+50 (Material 2)	35	16	19
3	Arteria Dr., Sta. 23+00 (Material 3)	49	19	30

22+50 to 26+75 - undercut 1' and the lower PI material was added.


Travis H. Bryant, P.E.
Project Engineer
Holt Engineering, Inc.
TBPE Registration No. F-430





REQUEST FOR INFORMATION FORM

RFI NO.: 5 DATE: 9/12/17
PROJECT: 1613-064 Arterial H RESPONSE REQUESTED BY
DATE: 9/20/17
TO: R. Brent Jones, P.E.

REFERENCE: Plan Sheet 28, 29, 112.

PROBLEM:

The plans call for open back curb inlets that are 14.50' wide without a backwall and they are 10 or 15 feet long.

RECOMMENDED SOLUTION:

We would like to propose to use a standard curb inlet with a backwall (see plan sheet 85), add a pipe to the back of the inlet and place an SET on the pipe. This will eliminate the need to protect any drop offs along the sidewalk. The swale can be adjusted to accommodate this solution. This is similar to the call-out for curb inlet 16. If this proposal is acceptable, provide size of pipe for inlets 11, 13, and 15.

Clayton K. Weber, HNTB
Originator

Christen Eschberger, P.E.
Supervisor

RESPONSE:

The proposal to use a standard curb inlet is acceptable. RJ recommends using at least an 18" RCP. The swales may be adjusted within the easement as long as they maintain the plan length and slope. Additionally RJ recommends the connecting RCP from curb inlet to SET be CLASS IV if two feet of cover are not provided. If a concrete collar is used it should be doweled into the curb structure. Reduced pipe clearance is only allowed for inlets #11 and #13 as long as 18" pipe cross sectional flow area is not reduced to less than 60%.

ISRAEL RAMIREZ, P.E.
Responder

9.25.2017
Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E. Old Settlers Blvd.
Ste. 100
Round Rock, Tx 78664

Attachments to RFI:

Cc:

Commissioners Court - Regular Session**15.****Meeting Date:** 01/23/2018

Brushy Creek Trail

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 Andrew R. Kralich and Holly A. Kralich for right of way needed on the Brushy Creek Trail project. (Parcel 3) : Funding Source Park Bonds P419

Background

Fiscal Impact

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

AttachmentsKralich Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:10 AM

Started On: 01/18/2018 10:06 AM

REAL ESTATE CONTRACT
BRUSHY CREEK TRAIL PROJECT

This Real Estate Contract ("Contract") is entered into between **ANDREW R. KRALICH and wife, HOLLY A. KRALICH**, (collectively "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, fee simple interest in and to that certain parcel of land totaling 0.195 acres, more or less, 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 THIRTY-FOUR THOUSAND NINE HUNDRED ELEVEN, and 50/100 DOLLARS (\$34,911.50) ("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, may 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 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.

3.05 Fencing. Buyer, at Buyer's expense, will construct a four feet (4') high chain link fence along the upper portion of Seller's remaining property at a location agreed on by the Parties at a later date. After construction, the fence shall be owned and maintained by the Seller.

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, 203 W. Main St. Suite A, Pflugerville, TX 78660 ("Title Company"), or such other Title Company as Buyer may select, on or before February 15, 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 Special Warranty Deed 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 Special Warranty Deed document shall be substantially similar to the form 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) 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 1101.555 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.

SELLER:

By: Andrew R. Kralich
ANDREW R. KRALICH

Address: 1100 Round Rock Ave

Date: 1-16-18

Suite 100

By: Holly A Kralich
HOLLY A. KRALICH

Round Rock, TX 78681

Date: 1-16-18

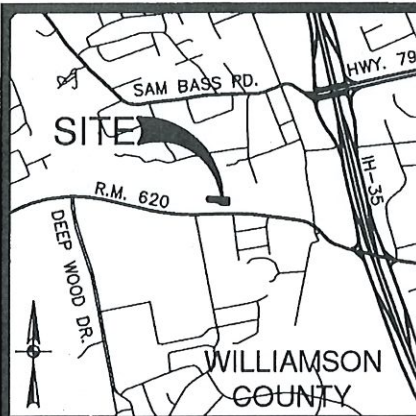
BUYER:

WILLIAMSON COUNTY, TEXAS

By: _____
DAN GATTIS, COUNTY JUDGE

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

Date: _____



LOCATION MAP

NOT-TO-SCALE

LEGEND:

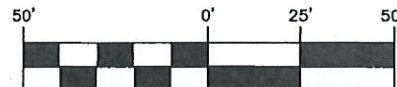
D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD

NOTES:

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



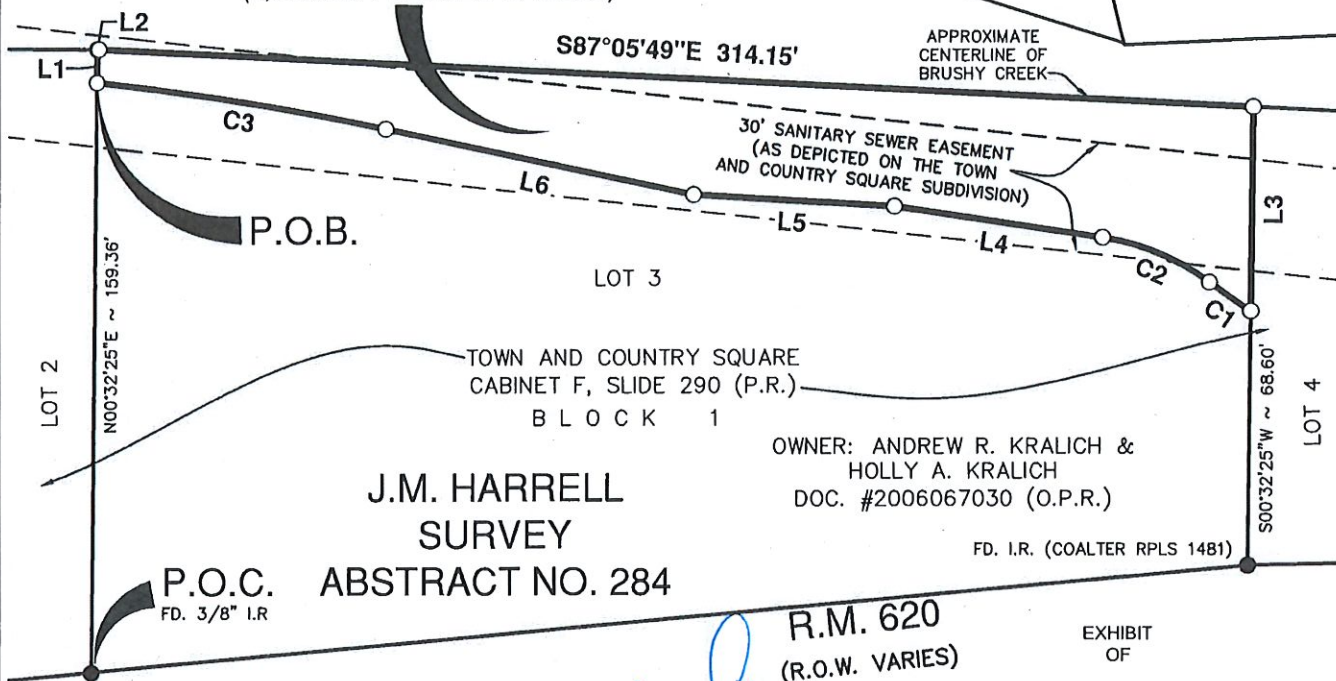
1 inch = 50'



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	215.00'	3°38'18"	N55°10'52"W	13.65'	13.65'
C2	65.00'	28°05'58"	N67°24'42"W	31.56'	31.88'
C3	805.00'	5°39'27"	N80°49'32"W	79.45'	79.49'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°32'25"E	9.02'
L2	S89°38'44"E	0.41'
L3	S00°32'25"W	55.14'
L4	N81°27'42"W	57.13'
L5	N86°42'32"W	54.67'
L6	N77°59'49"W	85.74'

0.195 ACRES
 (8,515 SQ. FT. MORE OR LESS)

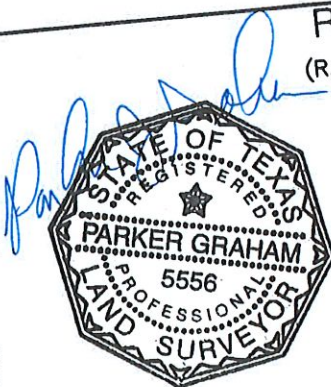


OWNER: ANDREW R. KRALICH &
 HOLLY A. KRALICH
 DOC. #2006067030 (O.P.R.)

FD. I.R. (COALTER RPLS 1481)

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



A 0.195 ACRE, OR 8,515 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 3, 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 ANDREW R. KRALICH & HOLLY A. KRALICH IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006067030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

EXHIBIT
OF

JANUARY 9, 2018

JOB No.: 50867-00

SHEET 1 OF 1



FIELD NOTES
FOR

A 0.195 ACRE, OR 8,515 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 3, 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 ANDREW R. KRALICH & HOLLY A. KRALICH IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006067030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 0.195 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 3/8" 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 2, Block 1 of the said Town and Country Square Subdivision, same being the southwest corner of said Lot 3, Block 1;

THENCE N 00°32'25" E, with the east line of said Lot 2, Block 1, same being the west line of said Lot 3, Block 1, a distance of **159.36 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 00°32'25" E, continuing with the east line of said Lot 2, Block 1, same being the west line of said Lot 3, Block 1, a distance of **9.02 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, on the centerline of Brushy Creek, the northeast corner of said Lot 2, Block 1, same being the northwest corner of said Lot 3, Block 1;

THENCE with the centerline of said Brushy Creek, same being the north line of said Lot 3, Block 1, the following two (2) courses and distances:

1. **S 89°38'44" E**, a distance of **0.41 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, and
2. **S 87°05'49" E**, a distance of **314.15 feet** to a 1/2" iron with a yellow cap marked "Pape-Dawson" set, the northwest corner of Lot 4, Block 1 of the said Town and Country Square Subdivision, same being the northeast corner of said Lot 3, Block 1;

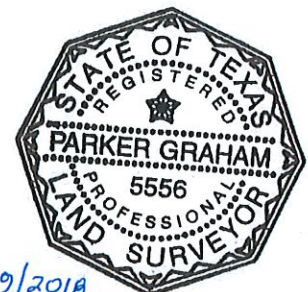
THENCE S 00°32'25" W, departing the centerline of said Brushy Creek, with the west line of said Lot 4, Block 1, same being the east line of said Lot 3, Block 1, a distance of **55.14 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, a point of non-tangent curvature, from which an iron rod with a cap marked "Coalter RPLS 1481" found, on the north right-of-way line of the aforementioned R.M. 620, the southwest corner of said Lot 4, Block 1, same being the southeast corner of said Lot 3, Block 1 bears S 00°32'25" W, a distance of 68.60 feet;

THENCE departing the west line of said Lot 4, Block 1, through the interior of said Lot 3, Block 1, the following six (6) courses and distances:

1. with the arc of said non-tangent curve to the right, having a radius of **215.00 feet**, a central angle of **03°38'18"**, a chord bearing and distance of **N 55°10'52" W, 13.65 feet**, an arc length of **13.65 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, a point of non-tangent curvature,
2. with the arc of said non-tangent curve to the left, having a radius of **65.00 feet**, a central angle of **28°05'58"**, a chord bearing and distance of **N 67°24'42" W, 31.56 feet**, an arc length of **31.88 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, a point of non-tangent curvature,
3. **N 81°27'42" W**, a distance of **57.13 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set,
4. **N 86°42'32" W**, a distance of **54.67 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set,
5. **N 77°59'49" W**, a distance of **85.74 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set,
6. with the arc of said non-tangent curve to the right, having a radius of **805.00 feet**, a central angle of **05°39'27"**, a chord bearing and distance of **N 80°49'32" W, 79.45 feet**, an arc length of **79.49 feet** to the **POINT OF BEGINNING** and containing 0.195 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: January 9, 2018
JOB No.: 50867-00
DOC.ID.: H:\survey\CIVIL\50867-00\Word\R058795-KRALICH - r1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Pape Dawson



01/09/2018



Commissioners Court - Regular Session**16.****Meeting Date:** 01/23/2018

Brushy Creek Trail

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 Hammock Restaurants, L.L.C. for right of way needed on the Brushy Creek Trail project. (Parcel 9) : Funding Source Park Bonds P419

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsHammock contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:10 AM

Started On: 01/18/2018 10:10 AM

REAL ESTATE CONTRACT
Brushy Creek Trail Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HAMMOCK RESTAURANTS, L.L.C., a Delaware limited liability company, (referred to in this Contract as "Seller", whether one or more) 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:

All of that certain 1.060 acre (46,182 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**);

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 and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise 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", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of SIXTY-ONE THOUSAND ONE HUNDRED TWO and 00/100 Dollars (\$61,102.00).

Payment of Purchase Price

2.03. 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

4.01. 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 knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before February 18, 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 the Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title 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 "B" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".

(3) Deliver to Purchaser possession of the Property.

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 acquired in fee simple 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 the Williamson County commissioners court, 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.

SELLER:

HAMMOCK RESTAURANTS, L.L.C.,
a Delaware limited liability company

By: 

Its: President

Address: 201 Lockline Blvd
Suite 401
Cedar Park, TX 78613

Date: 1-17-18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

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

Date: _____



EXHIBIT "A"

FIELD NOTES

FOR

A 1.060 ACRE, OR 46,182 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 4, OF THE WILL GALLER SUBDIVISION RECORDED IN CABINET L, SLIDE 326 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO HAMMOCK RESTAURANTS, LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032018 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 1.060 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, an angle point in the north line of a remainder of a called 18.904 acre tract recorded in Document No. 2002071335 of the Official Public Records of Williamson County, Texas, same being an angle point in the south line of said Lot 4, from which a ¾" iron rod found, at an angle point in the north line of said remainder of a called 18.904 acre tract, same being an angle point in the south line of said Lot 4 bears S 72°31'11" E, a distance of 58.86 feet;

THENCE N 57°24'20" W, with the north line of said remainder of a called 18.904 acre tract, same being the south line of said Lot 4, a distance of **79.75 feet** to an interior angle point of said remainder of a called 18.904 acre tract, same being the southwest corner of said Lot 4;

THENCE N 06°06'40" E, with the east line of said remainder of a called 18.904 acre tract, same being the west line of said Lot 4, a distance of **56.98 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 06°06'40" E, continuing with the east line of said remainder of a called 18.904 acre tract, same being the west line of said Lot 4, a distance of **82.81 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the south line of Lot 5 of the Ledbetter Oaks Subdivision recorded in Document No. 2009008418 of the Official Public Records of Williamson County, Texas, the northeast corner of said remainder of a called 18.904 acre tract, same being the northwest corner of said Lot 4;

THENCE S 74°26'40" E, with the south line of said Ledbetter Oaks Subdivision, same being the north line of said Lot 4, a distance of **509.87 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, a point in the south line of Lot 7 of the said Ledbetter Oaks Subdivision, the northwest corner of Lot 3 of the aforementioned Will Galler Subdivision, same being the northeast corner of said Lot 4;

TBPE Firm Registration #4701 | TBPLS Firm Registration #10028801

Austin | San Antonio | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

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

THENCE S 07°24'45" W, departing the south line of said Lot 7, with the west line of said Lot 3, same being the east line of said Lot 4, a distance of **97.00 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

THENCE departing the west line of said Lot 3, through the interior of said Lot 4, the following two (2) courses and distances:

1. **N 75°35'57" W**, a distance of **78.87 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
2. **N 72°19'48" W**, a distance of **431.45 feet** to the **POINT OF BEGINNING** and containing 1.060 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.

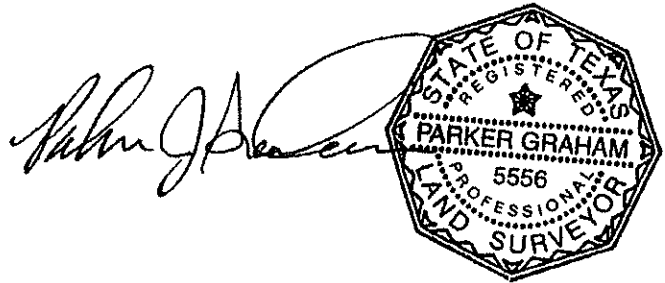
DATE: May 26, 2017

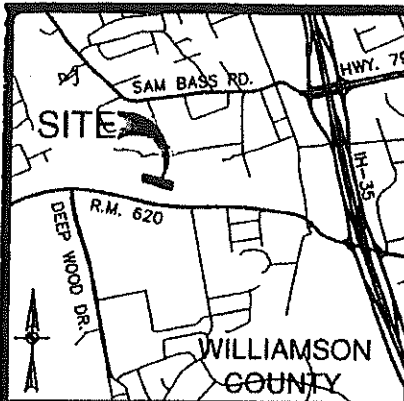
JOB No.: 50867-00

DOC.ID.: H:\survey\CIVIL\50867-00\Word\R347942-HAMMOCK RESTAURANTS.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01





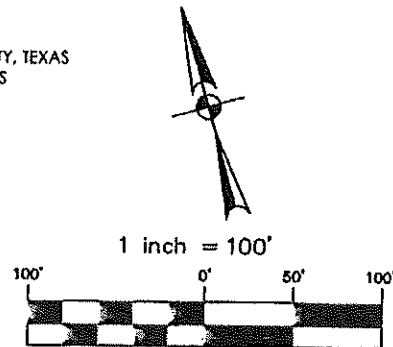
LOCATION MAP

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
F.D. 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.



NOT-TO-SCALE
30" SANITARY SEWER EASEMENT
DISTRICT COURT CAUSE 83-154
LIS PENDENS 3/399
(AS DEPICTED ON THE FINAL PLAT
OF THE WILL GALLER SUBDIVISION)

LEDBETTER OAKS SUBDIVISION
DOC. #2009008418 (O.P.R.)
LOT 6

LOT 5

S74°26'40"E 509.87'

LOT 7

1.060 ACRES

(46,182 SQ. FT. MORE OR LESS)

15" SEWER LINE
EASEMENT
VOL. 894, PGS.
56-59 (D.R.)

P.O.B. N72°19'48"W 431.45'
FD. 1/2" I.R.
P.O.C.
L1 FD. 3/4" I.R.

LOT 4

FINAL PLAT WILL GALLER
SUBDIVISION
CABINET L, SLIDE 326 (P.R.)

LOT 3

OWNER: HAMMOCK
RESTAURANTS, LLC
DOC. #2007032018 (O.P.R.)

REMAINDER OF AN 18.904 ACRE TRACT
VOL. 1996, PGS. 197-214 (O.R.)
DOC. #2002071335 (O.P.R.)

VARIABLE WIDTH
WASTEWATER LINE EASEMENT
DOC. #2011054043 (O.P.R.)

R.M. 620
(R.O.W. VARIES)

FD. 1/2" I.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°31'11"E	58.86'
L2	N57°24'20"W	79.75'
L3	N06°06'40"E	56.98'
L4	N06°06'40"E	82.81'
L5	S07°24'45"W	97.00'
L6	N75°35'57"W	78.87'

**J.M. HARRELL
SURVEY
ABSTRACT NO. 284**

EXHIBIT
OF

A 1.060 ACRE, OR 46,182 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 4, OF THE WILL GALLER SUBDIVISION RECORDED IN CABINET L, SLIDE 326 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO HAMMOCK RESTAURANTS, LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032018 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.



[Signature]
MAY 26, 2017

**PAPE-DAWSON
ENGINEERS**

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

SHEET 1 OF 1
JOB No.: 50867-00

EXHIBIT "B"

Parcel 9

DEED

Brushy Creek Trail Right of Way

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 HAMMOCK RESTAURANTS, L.L.C., a Delaware limited liability company, 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 1.060 acre (46,182 Sq. Ft.) 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 (Parcel 9)

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.

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.

IN WITNESS WHEREOF, this instrument is executed on this the 17 day of January, 2017.

GRANTOR:

HAMMOCK RESTAURANTS, L.L.C.,
a Delaware limited liability company

By: [Signature]

Printed Name: James Hammock

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS

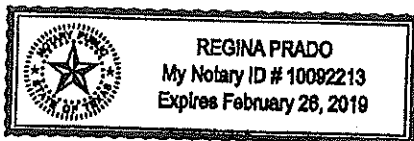
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 17 day of January, 2017 by _____, in the capacity and for the purposes and consideration recited therein.



[Signature: Regina Prado]
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:

Commissioners Court - Regular Session**17.****Meeting Date:** 01/23/2018

CR 113 Excess Right of Way

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 Quitclaim Deed with the City of Round Rock releasing excess right of way on CR 113 to Camco Land LTD.

Background

Fiscal Impact

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

Attachments[Camco Quitclaim Deed](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:10 AM

Started On: 01/18/2018 10:11 AM

QUITCLAIM DEED

Kiphen Road/CR 113 Excess Right of Way

THE STATE OF TEXAS

,

KNOW ALL MEN BY THESE PRESENTS:

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 LICENSE NUMBER

That CITY OF ROUND ROCK, TEXAS and WILLIAMSON COUNTY, TEXAS, 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 Camco Land, Ltd., a Texas limited partnership, whose address is 1016 Mopac Circle, Suite 102, Austin, Texas 78746, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has Quitclaimed and does by these presents Bargain, Sell, Release and forever Quitclaim unto CAMCO LAND LTD., a Texas limited partnership, hereinafter referred to as Grantee, all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor unless otherwise agreed between Grantor and Grantee in writing. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY AS IS IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto Grantee forever.

IN WITNESS WHEREOF, this instrument is executed on this the 12th day of January, 2018.

GRANTOR:

CITY OF ROUND ROCK, TEXAS

By: Bryan Williams
Laurie Hadley, City Manager
Bryan Williams, Asst. City Mgr.

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 12th day of January, 2018, by ~~Laurie Hadley, City Manager~~, in the capacity and for the purposes and consideration recited herein. Bryan Williams, Asst. City Mgr.



Sara L. White
Notary Public, State of Texas

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

STATE OF TEXAS

'
'

COUNTY OF WILLIAMSON

'

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

After recording, return to:

County: Williamson
Project: Former Alignment
C.R. 113-Kiphen Road

EXHIBIT **A**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.138 ACRE (6,008 SQUARE FOOT), TRACT OF LAND SITUATED IN THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 287, AND THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF C.R. 113 - KIPHEN ROAD, (PRESCRIPTIVE RIGHT-OF-WAY WIDTH VARIES) SAID 0.138 ACRE (6,008 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDot Type II monument found, being the intersection of the former southerly right-of-way (ROW) line of C.R. 113 (Kiphen Road), and the existing easterly ROW line of F.M. 1460 (ROW width varies), same being northwesterly corner of the northerly remainder of that called 275.214 acre tract of land (Tract 4), described in a Special Warranty Deed to Camco Land Ltd. recorded in Volume 2491, Page 303 of the Official Records of Williamson County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the northerly boundary line of said northerly remaining portion of 275.214 acre tract, with said easterly ROW line of F.M. 1460, N 30°02'05" E for a distance of 127.60 feet to a 1/2" iron rod with cap stamped "Baker-Aicklen" found, being an angle point in the westerly boundary line of that called 87.384 acre tract of land described in Special Warranty Deed to Round Rock Independent School District recorded in Document No. 2013049515 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said westerly terminus of said C.R. 113, for the northerly corner of the herein described tract;

THENCE, departing said southeasterly ROW line of F.M. 1460, with the existing northerly ROW line of said C.R. 113, same being a portion of the westerly and southerly boundary line of the 87.384 acre tract, the following two (2) courses:

- 2) S 21°54'52" E for a distance of 33.92 feet to a 1/2" iron rod found, for the southwest corner of said 87.384 acre tract;
- 3) N 69°22'25" E for a distance of 79.24 feet to a 1/2" iron rod with cap stamped "Baker-Aicklen" found, for the easterly corner of the herein described tract, and from which a 1/2" iron rod with cap stamped "CORR" found, being a point of curvature in said existing northerly ROW line of said C.R. 113, same being in said southerly boundary line of the 87.384 acre tract bears, along a curve to the right, having a delta angle of 21°19'34", a radius of 115.00 feet, an arc length of 42.80 feet and a chord bearing of N 58°39'10" E at a distance of 42.56 feet;
- 4) **THENCE**, departing said southerly boundary line of the 87.384 acre tract, crossing said C.R. 113, along a non-tangent curve to the left, having a delta angle of 35°50'09", a radius of 115.00 feet, an arc length of 71.93 feet, and a chord which bears S 30°04'19" W for a distance of 70.76 feet to a 1/2" iron rod with broken plastic cap found in the existing westerly ROW line of Kiphen Road (50' ROW width), same being the northerly boundary line of a remainder tract out of that called 46.526 acre tract of land described in Warranty Deed to Northpark at Old Settlers, Ltd. recorded in Document No. 2004068735 of the Official Public Records of Williamson County, Texas, for a point of non-tangency in the southeasterly boundary line of the herein described tract;

- 5) THENCE, departing said Kiphen Road, with said former southerly ROW line of C.R. 113, same being the northerly boundary line of said remainder tract of the 46.256 acre tract, S 68°58'17" W, for a distance of 17.93 feet to a 1/2" iron rod with cap stamped "TIS-Inc" found, being the northwesterly corner of said remainder tract, same being the northeasterly corner of said northerly remainder of the 275.214 acre tract, for an angle point herein;
- 6) THENCE, continuing with said former southerly ROW line, same being the northerly boundary line of said remaining portion of the 275.214 acre tract, S 68°16'42" W for a distance of 106.02 feet to the POINT OF BEGINNING, containing 0.138 acres, (6,008 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

22 DEC 2017

Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

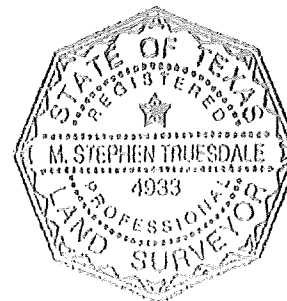


EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

12/18/17

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON ROD W/ PLASTIC CAP
STAMPED "BAKER-AICKLEN" FOUND
(UNLESS NOTED OTHERWISE)
- ⊠ TXDOT TYPE II MONUMENT FOUND
- 5/8" IRON ROD W/ ALUMINUM
CAP STAMPED "CORR-RW" SET
- ℙ PROPERTY LINE
- O.R.W.C.T. OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	02°18'11"	2466.48'	99.14'	99.14'	S25°11'56"W
C2	21°19'34"	115.00'	42.80'	42.56'	N58°39'10"E
C3	35°50'09"	115.00'	71.93'	70.76'	S30°04'19"W
C4	32°23'26"	115.00'	65.01'	64.15'	S04°02'29"E

NUMBER	DIRECTION	DISTANCE
L1	S21°54'52"E	33.92'
L2	S68°58'17"W	17.93'

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
(87.384 AC.)
DOC. NO. 2013049515
O.P.R.W.C.T.

EXISTING C.R. 113 -
KIPHEN ROAD
(PRESCRIPTIVE R.O.W.
WIDTH VARIES)

NORTH PARK AT
OLD SETTLERS, LTD.
(REMAINDER OF 46.526 AC.)
DOC. NO. 2004068735
O.P.R.W.C.T.

CAMCO LAND, LTD.
(REMAINDER OF 275.214 AC.)
(TRACT 4)
VOL. 2491, PG. 303
O.R.W.C.T.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

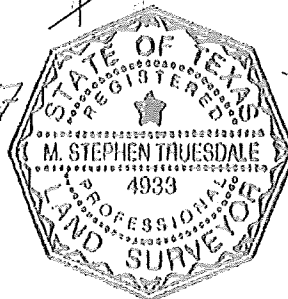
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A
TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF
RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY
A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

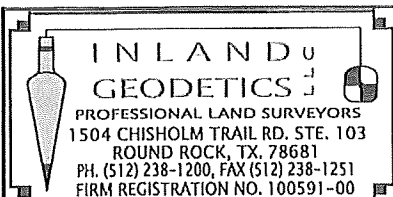
M. Stephen Truesdale 12 DEC 2017

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE



0 25 50
1" = 50'



FORMER R.O.W.
C.R. 113 - KIPHEN ROAD
0.138 ACRE
6,008 SQUARE FEET

Commissioners Court - Regular Session**18.****Meeting Date:** 01/23/2018

Tax benefit financing enrollment for 2017 and prior year renewals

Submitted For: Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including but not limited to receiving report from Environmental Programs Director and approving enrollment of properties participating during the 2017 calendar year (any participation received on or prior to 12/31/17) into the tax benefit financing plan for tax year 2017 and re-enroll prior year participating properties.

Background

The county's Regional Habitat Conservation Plan (RHCP), approved in 2008, provides for a portion of the increase in tax valuation for properties enrolled under the county's 10(a) incidental take permit with the US Fish and Wildlife Service to be directed to the Williamson County Conservation Foundation (WCCF) as the county's contribution for the acquisition, maintenance and monitoring of endangered species habitat in the county. Under the RHCP a calculation is made using a base enrollment period. The taxable value of the base enrollment period is determined and a percentage – 15% as defined in the RHCP – of the increase in value in future taxable years is calculated. That calculated taxable value percentage is applied to the county's then current tax rate for maintenance and operations and the resulting sum is attributed to the RHCP and directed to the WCCF investment corpus.

There is no increase nor decrease in taxes to participants/property owners. Once the defined financial goals of the HCP have been achieved then the allocation under this plan may be, but is not mandated to be, discontinued depending upon then existing conservation goals and requirements. The financial goal is primarily determined by the ability to maintain preserve properties (monitoring, maintenance, gain or accession and sustainment) in perpetuity and may be adjusted depending upon future conservation requirements of the RHCP.

Enrollment is on a year to year basis. Attached is the list of private party participants for 2017 and lists for prior year enrollments.

The action needed is to enroll the 2017 participants and to re-enroll/extend the tax benefit financing for past years.

The WCCF Board on 1/17/18 took action similar to the following requested motion to recommend this action to Commissioners Court.

Requested motion: "Motion to approve the County's Regional Habitat Conservation Plan: 1) enrolling the 2017 participants in the tax benefit financing plan, and 2) to re-enroll/extend the tax benefit financing for past years as outlined in the County's Regional Habitat Conservation Plan."

Fiscal Impact

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

Attachments[2017 tax benefit enrollments](#)[2011 and prior years](#)[2012 tax benefit enrollments](#)[2013 tax benefit enrollments](#)[2014 tax benefit enrollments](#)

2015 tax benefit enrollments

2016 tax benefit enrollments

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 09:16 AM

Started On: 01/11/2018 11:31 AM

2017 HCP Participations				
File #	Project Name	Owner/Entity	Location	Legal or other description
20170301	Chisholm Trail Developers Venture Ltd	Chisholm Trail Developers Venture Ltd., C/O David Bodenman, President, 211 East 7th Street, Suite 709, Austin, TX 78701	The project is a mixed-use development bounded by Chisholm Trail Road on the east, Old Settlers Parkway on the north and by rail lines (GTRR) on the west.	A project site of approximately 74.32 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055139 and R325976; nominal address is 1720 Chisholm Trail Road, Round Rock, Williamson County, Texas; WCCF file #20170301
20170221	Chisholm Trail Developers Venture Ltd	Chisholm Trail Developers Venture Ltd. c/o David Bodenman, VP, 211 East 7th Street, Suite 709, Austin, TX 78701	The project is a mixed-use development bounded by IH 35 (and its west side access road) and Chisholm Trail Road. The two tracts are bisected by Chisholm Parkway.	A project site of approximately 57.9 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055184 and R055183; nominal address is 1901 Chisholm Trail Road, Round Rock, Williamson County, Texas; WCCF file #20170221
20170116	Enterprise Crude Pipeline,	Enterprise Crude Pipeline LLC, c/o Michael Souliere, Manager, Environmental Permitting, 1100 Louisiana Street, Houston, Texas 77002	The project area comprises an approximate 100’ x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. (This description includes those segments – approximately 4628 linear feet – previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #2016032)	That portion of a Midland to Sealy pipeline project beginning at the Williamson/Burnet County line approximately at GPS coordinates 30.731390 N -97.991970 W and comprising a corridor of approximately 100 feet (plus temporary workspaces) by 54.7 miles and terminating approximately at the Williamson/Lee County Line at GPS coordinates 30.421109 N - 97.273576 W; excludes those segments previously participating under WCCF files numbers 20160218 and 20160329; WCCF file for this project is #20170116.
20170419	Enterprise Crude Pipeline,	Enterprise Crude Pipeline LLC, c/o Michael Souliere, Manager, Environmental Permitting, 1100 Louisiana Street, Houston, Texas 77002	The participation under WCCF file number 20170419 comprises only those adjustments or minor realignments to the original participations for the overall project. The entire project area comprises an approximate 100’ x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. This description	Corrections and modifications to the Midland to Sealy pipeline project beginning at the Williamson/Burnet County line approximately at GPS coordinates 30.731390 N -97.991970 W and comprising a corridor of approximately 100 feet (plus temporary workspaces) by 54.7 miles and terminating approximately at the Williamson/Lee County Line at GPS coordinates 30.421109 N -97.273576 W; this determination only incorporates those addendum or corrections to work areas that were are part of those segments previously participating under WCCF files numbers 20160218,20160329 and 20170116; the WCCF file number for this participation is #20170419.

[illegible]

Project/Owner	Property
Carolville. LTD	SHOPS AT VISTA RIDGE AMD, Lot 11, ACRES 19.97 (approximately); AKA Williamson County Appraisal District Parcel ID R502512; Location Address: 701 North Vista Ridge Boulevard, Cedar Park, TX 78613
Great Oaks Estates	Tract 1, Lot 5, Block A, Great Oaks; aka 15917 Great Oaks Drive, Round Rock, TX, R403591
Highland Horizon Phase II	Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II; tracts R502306 through R502428 inclusive (122 tracts)
Highland Horizon Phase III	Approximately 63.732 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase III; tracts R499361 and tracts R499590 through R499597 inclusive.
O'Reilly Auto Parts	A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628
Prevarian Round Rock	7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the Jacob M. Harrell survey, further described by metes and bounds)
Sendero Springs Sect 6 and 7	Section 6 and Section 7, Sendero Springs; approximately 57.87 acres in three tracts – Williamson County Appraisal District property identification numbers R432306, R055399 and R420220
T.S.-S.D. LTD.	A tract out of the Samuel Damon Survey No. 170, containing 76.52 acres, more or less; Williamson County Appraisal District reference tracts R031875 and R474925

[illegible]

Project/Owner	Property
Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public record of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419
BJM Mayfield Ranch, LTD	An approximate 23.776 acre tract out of the Ephrain Evans Survey, Williamson County, Texas, WCAD Parcel ID #R055388; WCCF file # 20120824; such project being described The Enclave at Mayfield Ranch, Williamson County, Texas.
BRAE Group, LTD. and Novak Brothers/Texas Brownstones, LLC	a 24.07 acre subdivision, Nicholas Porter Survey Abstract No. 497, a replat of a portion of Lot 4, Block A, Lots 1,2,3,5,6, and 7 Block A, The Rivery Park II; WCAD reference numbers R466299, R466298, R466297 and R4288217; WCCF application #20130122
Laredo WO, LTD.,	A portion of Williamson County Appraisal District Parcel ID #R039221, and being; A tract of 82.156 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 and also being a portion of the remainder of that certain 192.314 acre tract of land conveyed to Laredo WO. LTD. by deed of record in Document No. 2007014289, both of the official public records of Williamson County, Texas; said 82.156 acre tract of land more particularly described in three (3) parts by metes and bounds
Barclay/Texas Holdings VI, L.P., a Texas limited partnership	A approximate 11.41 acre commercial development comprising WCAD parcels R502881, R502882, R502883, R502884 and R502885; a series of tracts out of the Beck 11, Lots 1-5, Block A. WCCF file #201300502
HMR Holdings, Inc. and Highlands at Mayfield Ranch, LTD.	A 319.87 acre residential housing development comprising WCAD tracts R040295, R482072, R512094, R518980 and R518981, a series of tracts out of the J. Powell Survey; WCCF file #20130114; project is known as The Highlands at Mayfield Ranch
Meritage Homes of Texas, LLC	A approximate 105.9 acre (or 4,617,263 square feet more or less, tract of land out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Participation Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. A copy of the field notes (comprising two pages) for such tract are attached to this exhibit. The tract is also referenced as Williamson County Appraisal District reference number R031532.
WILLRAE Partners III, Ltd	A project area known as 4135 Williams Drive, Georgetown, Williamson County, TX 78628; AKA Williamson County Appraisal District reference tract R504209. A 7.36 acre tract, zoned C-1, a multiple commercial office/retail condominium An approximate 59.67 acre project site, described in metes and bounds as per the attached two page description; WCCF file #20130508.
2013 Land Investments, LLC and Green Acres Development, LLC	The attached metes and bounds description (2 pages), WCAD tract maps (2 pages) and project area map (one page) is made a part of this exhibit. (Total of 5 pages)
Georgetown Health Foundation	A commercial development property comprising two parcels located at the northeast corner of the intersection of Scenic Drive and Leander Road, Georgetown, Williamson County, Texas and further identified by WCAD tract references R319864 and R090290; WCCF file #20131016-A
Georgetown Health Foundation	A commercial development property located at 2300 Scenic Drive, Georgetown, Williamson County, Texas and further identified by WCAD tract references R317353; WCCF file #20131016-B.

WCCF File #	Participant	Basic Description
20140131	First Baptist Church of Georgetown (parking lot)	Project area is a 10.762± acre tract southeast of the intersection of D.B. Wood Drive and SH 29 (West University); a parcel out of WCAD tract R040756 described by metes and bounds and conveyed to First Baptist Church of Georgetown, Texas (FBCGT) by Special Warranty Deed with Vendor's Lien, January 10, 2014; official public records number 2014002634; this participation also covers a 0.172± acre tract easement public records number 2014002636
20140210	NASH Rancho Hills LLC (a part of Rancho Sienna)	Project is a housing and multi-use development tract south-southeast of Ronald Reagan Boulevard at Via de Rancho Boulevard, Leander, Williamson County, Texas; parcels out of the Greenleaf Fisk Survey and described in metes and bounds; WCAD tract R-numbers 499762, 523605, 523614 to 523629, 407745, 499873, 506829, 523596, 523597, 523600, 523601, 523602, 524810, 525467, 523603, 523598, 523604, and 494203
20140415	Gardens at Verde Vista	an approximate 33.775 acre tract out of the Joseph Fish Survey, Abstract #232; WCAD tract R319285
20140605	Wolf-Hillwood (Hillwood Communities)	A 767-acre tract located near D B Wood Road and SH 29, Georgetown, a part of the Iva Wolf McLachlan holdings, Williamson County, Texas; Williamson County Appraisal District reference #s R040444, R040445, R316771, R316772, R329763, R040430, R469948, R485592, R039230, R039268, R040831, R513986, R513989, R040756, R307358, R513561, R513563, R513987, R513988, R525975, R525976, and R044630

20140611	Crescent Bluff	SH 29, Georgetown, Williamson County, TX; an approximate 106 acre tract, Abstract AW0178, Donagan, I. Survey; WCAD tract R508134
20140702	Daniel and Marlene Mansour	A 2.67 acre tract, WCAD reference R044521; Oakcrest Ranchettes, Unit 2; AKA 330 Evans Road, Georgetown, Williamson County, Texas.
20140728	Century Land Holdings II	Phases 2 and 3 of the Reagan's Overlook Subdivision (AKA Reagan's Overlook, LP); WCAD tract numbers R524614, R524613, R524615, R483562 and R032354; approximately 147.74 acres in five tracts (out of a larger 260 acre tract); location described as Ronald Reagan Boulevard at Vista Heights Drive
20140729	Standard Pacific of Texas/BTA Land LLC	Approximately 79.5 acre development tract at 1600 to 1666 Spanish Oak Trail, Round Rock, Williamson County, Texas consisting of nine (9) tracts out of the J. H. Dillard Survey, (working name: Brushy Creek North); WCAD tract numbers R031988, R031989, R385028, R418515, R419749, R419748, R032006, R421187, and R494386
20140925	Cannon 140 LP (Springswoods)	An approximate 140 acre development; nominal address is 731 CR 175 Leander. (This project is north of the Regional Park off of CR 175. WCAD parcels R032138, R496874, R031736 and R496876
20141023	Compostela Holdings ("Deer Haven")	An approximate 43.5 acre development tract at 3816 Williams Drive, Georgetown. a tract out of the D. Wright Survey and comprising WCAD tract R474647 and a portion of tract R038722

20141111	Pulte Group, Heritage Oaks at Pearson Ranch East	A 40.85 acre residential development located at 9005 Sharpstone Trail, which is a portion of Williamson County Appraisal District (WCAD) tract R329313, a 60.422 acre tract
20141112	Pulte Group, Heritage Oaks at Pearson Ranch West	A 66.6 acre development located at the southwest corner of Avery Ranch Blvd. and Pearson Ranch Road; Williamson County Appraisal District (WCAD) tracts R504073 and R324221
20141120	LAMY 2243 LTD (Bluffview)	A 77.27 acre development located on the west edge of current development on FM 2243; 1.4 miles west of IH 35; WCAD reference tracts R500156, R523502, R523503, and the eastern 3.0 acres of R472552.
20141125- A	Zamin, L.P. (Chapman Tract)	A 177.935 acre tract (42.02 acres in karst zone), nominal address 4501 Highway 29, Georgetown, TX; WCAD reference tracts R039244 and R351054.
20141125 - B	RMD Development Partners, LLC (Mayfield Ranch Tract)	A 32.26 acre tract located at CR 175, Leander, Texas; WCAD reference tracts R474315, a portion of R462355 and that portion of Arterial H lying within these tracts.
20141126	Taylor Morrison of Texas, Inc. (Robinson Remnant Tract)	A 37.595 acre tract located northwest of the intersection of Smyers Lane and Wyoming Springs Drive, Round Rock, Texas; WCAD reference tract R327569

2015 HCP Participations

File #	<u>Project Name</u>	<u>Owner/Entity</u>	<u>Location</u>	<u>Legal or other description</u>
20150122	Campbell - Georgetown #1	Same	4655 Williams Drive, Georgetown	16.57 Acres; WCAD parcel #R039524
20150129	Woods - Pope	Lewis Woods, LLC and David and Anne Pope	SH 45 at O'Connor	WCAD tracts R505278*, R055508, R055510*, R055511*; out of M.M. Hornsby Survey - * = consolidated into R534502
20150506	Lakeside Station Apartments	F.C. Rutledge Housing, LP	13675 Rutledge Spur, Austin, Williamson County	WCAD tracts R072533, R327108, R056507; Schirpaik and Sane Survey No. S4557
20150603	Woodland Hills	Woodland Hills Land Holdings, LLC (Jimmy Jacobs)	FM 3405; nominal 30.707877° N and - 097.813811° W	WCAD tract R040796*; 35.511 acres our of Winslow Turner Survey, Abst. No. 607; * = replaced by R539756 and R539758
20150612	5N LLC	Novak	approximately 780 CR 262, Williamson County	WCAD tracts R041004, R041003, R041001 and R040574; approx 36.10 acres John Sutherland Survey , Abst. No 554 and G.B. Mayhall Survey, Abst. No 821
20150617	Trails at Leander	American Housing Ventures	0.57 mi north of intersection of Bagdad Road and Crystal Falls Parkway, Leander	WCAD tract R031330; Approximately 49.35 acres out of E.D. Harmon Survey.
20150727	Georgetown Village 9 & 10	BB & CB Investments LLC	Phases 9 and 10 of Georgetown Village	WCAD tracts R525325 and R532404
20151103	Oaks at San Gabriel		approximately 397.77 acres incorporating 173 WCAD tax parcels	list of parcels attached
20151110	Highland Estates	Highland Estates of Georgetown LLC	Highland Springs Lane; 30.693473 N and - 97.769578 W	WCAD tracts R407498, R539912, R539913, R506841, R506842
20151111	Panther Bend		Ronald Reagan, approx 100' West of CR 245	R506911 and R534695; approximately 34.78 acres
20151125	RiversideCA 25, LTD	Riverside CA 25, LTD	11800, 11950, 12000 12100 West Parker Lane and 3440 Ranch Trails, Cedar Park	R433287 (parent tract - now R543561, R543562, R543563, R543565, R543566 and R543567)
20151130	RRCA Parmer Ranch Trails Lot 4, LTD	RRCA Parmer Ranch Trails Lot 4, LTD	11900 West Parmer Ln, Cedar Park	a portion of R433287 (was parent tract - now R543564)
20151211	Parmer Crossing West	Pulte Homes of Texas, LP	Tom Kemp and RM 620, Austin	R488298
20151223	Sun City Neighboprhoods 81-82	Pulte Homes of Texas, LP	95.38 acres out ot the Burrell Eaves Survey No. 216; 3231 ?SH 195 Georgetown	WCAD parcels R012012, R499739, R539687, R539688

20150611 **The Summit II at Rivery Park**

Western Securities, Inc.

nominal address is 520 Wolf Ranch Parkway,
Georgetown, TX 78628

Lot 6 in Block "B" of AMENDED PLAT OF
BLOCK "B" OF SUBDIVISION PLAT OF THE
RIVERY PARK II; WCAD Tract R471564

2016 HCP Participations

File #	Project Name	Owner/Entity	Location	Legal or other description
20160129	Highway 29 Ventures LP	Highway 29 Ventures LP	two miles east of the intersection of SH 29 and Ronald Reagan Boulevard	an approximate 441.18± acre project area located two miles east of the intersection of SH 29 and Ronald Reagan Boulevard and comprising tracts of the Don H. Lively Family Partnership, LTD., recorded as Document 9901719 of the Official Records of Williamson County; and, a 2.64 acre tract of the Don H. Lively Family Partnership, LTD., recorded as Document 2013063744 of the Official Records of Williamson County, Texas and related tracts, all identified by Williamson County Appraisal District tract numbers R090423, R524355, R021695, R022713, and R022553
20160218	Enterprise Pipeline	Enterprise Crude Pipeline LLC	beginning at a point south of River Down Road identified by GPS coordinates as N 30.616391 and W -97.711515 and continuing in a southerly direction to an intersection with FM 2243 (Leander Road) identified by GPS coordinates N 30.610322 and W -97.708983 and comprising an approximate 100' x 2,270' project and disturbance corridor.	Incorporating WCAD tracts R304116 and R304123
20160223	Gatlin Creek	J.D. Wolf Properties, LLC	Approximate address 4935 Williams Drive, Georgetown, Texas	121.61 acres, more or less, out of the Issac Jones Survey, Abstract No. 232, and being that tract of land described as Tract Three, Parcel One (2.05 acres, more or less) and Tract Three, Parcel Two (100.74 acres, more or less) in a Petition Deed to James Wolf, et al, dated November 24, 2009, and recorded as Document Number 2009090679 of the Official Public Records of Williamson County, Texas, and that tract of land described as 20.0 acres, more or less, in a Warranty Deed of Gift James Wolf, et ux, dated March 12, 1996 and recorded in Document Number 9612381 of the Official Public Records of Williamson County, Texas; further identified as Williamson Central Appraisal District tract numbers R300099, R039930, R040993, R473857, R473858 and R507535
20160226	Sections 11A and 11B of the Ranch at Brushy Creek	CalAtlantic Homes	approximate address is 516 Buck Ridge Road, Cedar Park, Texas 78613	An approximate 15.353 acre tract out of the John H. Dillard League, Abstract 179, Williamson County, Texas, conveyed by deed of record in documents nos. 201508639, 2014036263, and 2014001291 of the official public records of Williamson County; Williamson County Appraisal District tracts R525464, R543261, R493994, R529911 and R543262

20160329	Enterprise Pipeline	Enterprise Crude Pipeline LLC	beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W - 97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor	Incorporating Williamson Central Appraisal District reference parcels R022461, R524837, R493930 and R022482
20160531	Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas	Continental 348 Fund LLC	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas	Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet EE, slide 342-344, of the Plat Records of Williamson County, Texas; Additionally identified as Williamson Central Appraisal District tracts R538935, R538936 and R538937. A property being described as approximately 22.58 acres generally at the southwest corner of Amberglen Boulevard and Briarwick Drive, Austin, Texas 78729.
20160812	Sun City Neighborhoods 83 and 86 and SCS	Pulte Homes of Texas, L.P.	nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633	A project site of approximately 102.952 acres out of the 417.81 acre Burrell Eaves Survey No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539687 and R012012
201601102	Sun City Neighborhood 84 and SCS	Pulte Homes of Texas, L.P.	nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633	A project site of approximately 50.23 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539688 and R012012

Commissioners Court - Regular Session**19.****Meeting Date:** 01/23/2018

WCEMS - ACC Affiliation Agreement

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Austin Community College.

Background

This is a request for the renewal of existing affiliation agreement with Austin Community College. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[BLS Agreement](#)[ALS Agreement](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 01/18/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

01/17/2018 04:35 PM

01/18/2018 09:16 AM

Started On: 01/17/2018 03:55 PM

**BLS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
AUSTIN COMMUNITY COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

ACC desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. ACC instructors shall possess current and appropriate professional credentials or certifications and ACC shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.
4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, ACC shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of ACC'S students, employees and faculty under this Agreement. ACC shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. ACC agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by ACC.

11. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC's accreditation.

14. COUNTY shall cooperate with ACC in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
- A. Meet annually, or more often as needed, to schedule use of the facilities;
 - B. Meet on a per semester basis to set the number of students allowed to participate;
 - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards;
 - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
 - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 78627
512-943-1264

And

Nan Walters
Assistant
Dean Health
Sciences
Austin
Community
College
District
3401 Webberville
Road
Austin, TX 78702

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$40.00 total per EMT student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from ACC that ACC, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. ACC instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each ACC instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2018 through December 31, 2020 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.


35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

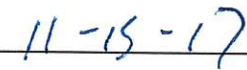
Mike Knipstein
WCEMS Director

Date

Austin Community College:




Michael Midgley
Vice President, Instruction



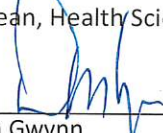
Date



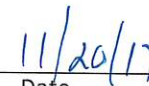
Patricia Recek, MSN, RN
Dean, Health Sciences



Date



Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702



Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of ACC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

**ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
AUSTIN COMMUNITY COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

ACC desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. ACC instructors shall possess current and appropriate professional credentials or certifications and ACC shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.
4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, ACC shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of ACC'S students, employees and faculty under this Agreement. ACC shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. ACC agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by ACC.

11. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC'S accreditation.

14. COUNTY shall cooperate with ACC in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
- A. Meet annually, or more often as needed, to schedule use of the facilities;
 - B. Meet on a per semester basis to set the number of students allowed to participate;
 - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards;
 - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
 - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 78627
512-943-1264

And

Nan Walters
Assistant Dean
Health Sciences
Austin Community
College District
3401 Webberville Rd.
Austin, TX 78702

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from ACC that ACC, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. ACC instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each ACC instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

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34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.


35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Mike Knipstein
WCEMS Director

Date

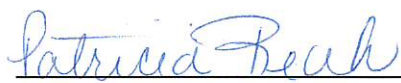
Austin Community College:



Michael Midgley
Vice President, Instruction

11-15-17

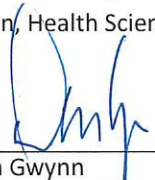
Date



Patricia Recek, MSN, RN
Dean, Health Sciences

11-13-2017

Date



Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702

11/20/17

Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of ACC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session**20.****Meeting Date:** 01/23/2018

WCEMS - Temple College Affiliation Agreement

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Temple College.

Background

This is a request for the renewal of existing affiliation agreement with Temple College. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[BLS Agreement](#)[ALS Agreement](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 01/18/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

01/17/2018 04:35 PM

01/18/2018 09:16 AM

Started On: 01/17/2018 03:57 PM

**BLS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
TEMPLE COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Temple College (hereinafter referred to as "TEMPLE COLLEGE").

RECITALS:

Temple College provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

TEMPLE COLLEGE desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TEMPLE COLLEGE for its Emergency Medical Technician program of study.

COUNTY and TEMPLE COLLEGE desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF TEMPLE COLLEGE

1. TEMPLE COLLEGE shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. TEMPLE COLLEGE instructors shall possess current and appropriate professional credentials or certifications and TEMPLE COLLEGE be responsible for the coordination and implementation of the program of study.
3. Services rendered by TEMPLE COLLEGE instructors and students shall be without charge to COUNTY. TEMPLE COLLEGE instructors and students shall not be responsible for the quality of patient or client care.
4. Neither TEMPLE COLLEGE instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. TEMPLE COLLEGE shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. TEMPLE COLLEGE shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TEMPLE COLLEGE shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. TEMPLE COLLEGE shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TEMPLE COLLEGE shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.
8. During the term of this Agreement, TEMPLE COLLEGE shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of TEMPLE COLLEGE's students, employees and faculty under this Agreement. TEMPLE COLLEGE shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. TEMPLE COLLEGE agrees to inform each student of the risk for injury and exposure to disease while participating in the program. No student shall be permitted to participate in the program until a signed declination form produced to the satisfaction of COUNTY is collected from each student. TEMPLE COLLEGE agrees to require each faculty to be covered by or to carry accident insurance for injury while participating in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified or a signed declination form produced to the satisfaction of COUNTY.
9. TEMPLE COLLEGE agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by TEMPLE COLLEGE.
11. COUNTY shall provide an orientation session to inform students and TEMPLE COLLEGE staff about the rules, regulations, policies and procedures of the facilities.
12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.
13. COUNTY shall notify TEMPLE COLLEGE of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a TEMPLE COLLEGE credited facility. Representatives of TEMPLE COLLEGE crediting agency for TEMPLE COLLEGE shall be permitted to conduct inspections for purposes relating to TEMPLE COLLEGE's accreditation.
14. COUNTY shall cooperate with TEMPLE COLLEGE in matters relating to academic performance and student conduct relating to course work performed under this Agreement.
15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.
16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.
17. In the event emergency care is required for a TEMPLE COLLEGE student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
 - A. Meet annually, or more often as needed, to schedule use of the facilities;
 - B. Meet on a per semester basis to set the number of students allowed to participate;
 - C. Design and approve curriculum assignments as they affect the operation of the facility and as affected by TEMPLE COLLEGE crediting standards;
 - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
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19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of TEMPLE COLLEGE, its employees, agents or students under this Agreement. TEMPLE COLLEGE shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.
20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX
78627
512-943-1264

And

Jeff Fritz
Department
Chair
Temple College
2600 South 1st
Street
Temple, TX 76504

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$40.00 each per BLS student to be paid by TEMPLE COLLEGE to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.
22. TEMPLE COLLEGE acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from TEMPLE COLLEGE that TEMPLE COLLEGE, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".
23. County and College agree to comply with the Family and Educational Rights and Privacy Act of 1974 (FERPA). Student records including evaluation, competencies, and student reports are protected under FERPA. Both parties agree to protect educational records in accordance with FERPA and College policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Facility agrees that it will: hold educational records in strict confidence and will not use or disclose the educational

records except as permitted by this Agreement, required by law, or otherwise authorized by the College in writing.

24. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.
25. TEMPLE COLLEGE instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TEMPLE COLLEGE instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
26. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
27. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
28. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
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35. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

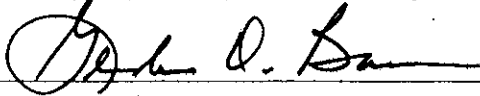
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Williamson County:

Mike Knipstein
WCEMS Director

Date

Emergency Management Training and Services:



1-02-2018
Date

Glenda Baron
President
Temple College
2600 South 1st Street
Temple, Texas 76504

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of TEMPLE COLLEGE course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

**ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
TEMPLE COLLEGE**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Temple College (hereinafter referred to as "TEMPLE COLLEGE").

RECITALS:

TEMPLE COLLEGE provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

TEMPLE COLLEGE desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TEMPLE COLLEGE for its Emergency Medical Professions program of study.

COUNTY and TEMPLE COLLEGE desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF TEMPLE COLLEGE

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13. COUNTY shall notify TEMPLE COLLEGE of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a TEMPLE COLLEGE credited facility. Representatives of TEMPLE COLLEGE crediting agency for TEMPLE COLLEGE shall be permitted to conduct inspections for purposes relating to TEMPLE COLLEGE's accreditation.
14. COUNTY shall cooperate with TEMPLE COLLEGE in matters relating to academic performance and student conduct relating to course work performed under this Agreement.
15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.
16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.
17. In the event emergency care is required for a TEMPLE COLLEGE student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
 - A. Meet annually, or more often as needed, to schedule use of the facilities;
 - B. Meet on a per semester basis to set the number of students allowed to participate;
 - C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by TEMPLE COLLEGE crediting standards;
 - D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
 - E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.
19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of Temple College, its employees, agents or students under this Agreement. TEMPLE COLLEGE shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.
20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX
78627
512-943-1264

And

Jeff Fritz
Department Chair
Temple College
2600 South 1st Street
Temple, TX 76504

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$1.75/hour per ALS student to be paid by TEMPLE COLLEGE to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY's invoice for payment.
22. TEMPLE COLLEGE acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from TEMPLE COLLEGE that TEMPLE COLLEGE, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".
23. County and College agree to comply with the Family and Educational Rights and Privacy Act of 1974 (FERPA). Student records including evaluation, competencies, and student reports are protected under FERPA. Both parties agree to protect educational records in accordance with FERPA and College policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Facility agrees that it will: hold educational records in strict confidence and will not use or disclose the educational records except as permitted by this Agreement, required by law, or otherwise authorized by the College in

writing.

24. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.
25. TEMPLE COLLEGE instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TEMPLE COLLEGE instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
26. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
27. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.
28. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
29. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
30. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2018 through December 31, 2020 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.
31. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
32. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
33. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.
34. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.
35. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

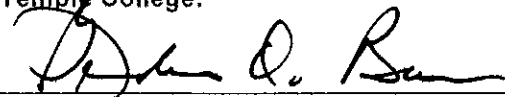
36. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give TEMPLE COLLEGE written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Mike Knipstein
WCEMS Director

Date

Temple College:



Glenda Baron
President
Temple College
2600 South 1st Street
Temple, TX 76504

1-02-2018

Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of TEMPLE COLLEGE course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session**21.****Meeting Date:** 01/23/2018

WCEMS - Lifestart Affiliation Agreement

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of BLS and ALS affiliation agreement between Williamson County EMS and Lifestart.

Background

This is a request for the renewal of existing affiliation agreement with Lifestart. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Lifestart Agreement](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 01/18/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

01/17/2018 04:35 PM

01/18/2018 09:16 AM

Started On: 01/17/2018 03:59 PM

**BLS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN
WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
LIFESTART TRAINING AND CONSULTING**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and LifeStart Training and Consulting (hereinafter referred to as "LIFESTART").

RECITALS:

LIFESTART provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

LIFESTART desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to LIFESTART for its Emergency Medical Technician program of study.

COUNTY and LIFESTART desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF LIFESTART

1. LIFESTART shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.
2. LIFESTART instructors shall possess current and appropriate professional credentials or certifications and LIFESTART be responsible for the coordination and implementation of the program of study.
3. Services rendered by LIFESTART instructors and students shall be without charge to COUNTY. LIFESTART instructors and students shall not be responsible for the quality of patient or client care.
4. Neither LIFESTART instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.
5. LIFESTART shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. LIFESTART shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. LIFESTART shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. LIFESTART shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. LIFESTART shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, LIFESTART shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of LIFESTART's students, employees and faculty under this Agreement. LIFESTART shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. LIFESTART agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. LIFESTART agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by LIFESTART.

11. COUNTY shall provide an orientation session to inform students and LIFESTART staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify LIFESTART of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a LIFESTART credited facility. Representatives of LIFESTART crediting agency for LIFESTART shall be permitted to conduct inspections for purposes relating to LIFESTART's accreditation.

14. COUNTY shall cooperate with LIFESTART in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for a LIFESTART student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

- A. Meet annually, or more often as needed, to schedule use of the facilities;
- B. Meet on a per semester basis to set the number of students allowed to participate;
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by LIFESTART crediting standards;
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of LIFESTART, its employees, agents or students under this Agreement. LIFESTART shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 7827
512-943-1264

And

Steven
Villavicencio
Owner / Program
Coordinator
1819 Cedar Bend
Dr. Round Rock,
Texas 78681

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include \$40.00 each per BLS student to be paid by LIFESTART to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. LIFESTART acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from LIFESTART that LIFESTART, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. LIFESTART instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each LIFESTART instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2018 through December 31, 2020 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give LIFESTART written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Mike Knipstein
WCEMS Director

Date

LifeStart Training and Consulting:



Steven Villavicencio
Program Coordinator
LifeStart Training and Consulting
1819 Cedar Bend Dr.
Round Rock, Texas 78681

11/8/17

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of LIFESTART course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session**22.****Meeting Date:** 01/23/2018

Law Enforcement Terrorism Prevention Activities Grant for County Sheriff

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

Information**Agenda Item**

Discuss and take appropriate action to apply for the Law Enforcement Terrorism Prevention Activities Grant through the State Homeland Security Program.

Background

The Sheriff's Office is in the process of procuring grant funds to purchase an Incident Command Vehicle. Our goal is to fund the project cost through grant funds and, with the court's approval, would like to apply to receive 100% of the funding from the Law Enforcement Terrorism Prevention Activities Grant through the State Homeland Security Program. This grant has no match requirement. A resolution is needed to apply for the grant and will be submitted to the court at a later date.

The maximum cost of the vehicle is \$250,000 and a quote is pending. The anticipated project dates are 10-1-18/9-30-19. This vehicle can be used to respond to SWAT negotiations, large-scale, multi-jurisdictional or terrorist incidents, events that are for an extended duration or when there are simultaneous events in the region. The vehicle can also be utilized for surveillance during mass gatherings and will be used as a regional asset for the 10-county CAPCOG region.

There will be no impact on the current budget. The anticipated additional costs include fuel and maintenance, with surrounding agencies incurring fuel costs when it is used as a regional asset and reimbursement through FEMA when used in related natural disaster situations. All other fuel and maintenance costs will be included in the Sheriff's Office future budgets.

Staff recommends the following action: Approve to apply for the State Homeland Security Program's Law Enforcement Terrorism Prevention Activities Grant and authorize appropriate county department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsIncident Command Vehicle Model

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 12:17 PM

Started On: 01/18/2018 11:05 AM



**QUALITY VANS
&
SPECIALTY VEHICLES**

"Putting your world on wheels" since 1974

Hostage Negotiation Truck

- 24' aluminum van body
- 18" Electric awning with wind sensor
- Foam insulation
- Exterior storage boxes
- 15 kW diesel generator
- 50 A shore power
- Complete electrical systems
- Interior LED lighting
- Exterior Whelen LED Scene lights
- Walls finished with commercial fabric, FRP and dry erase
- Commercial rubber Lonseal Loncoin flooring
- Front room with workstations and seating



Quality Vans & Specialty Vehicles
2113 W 7th St. Tempe,
AZ 85281

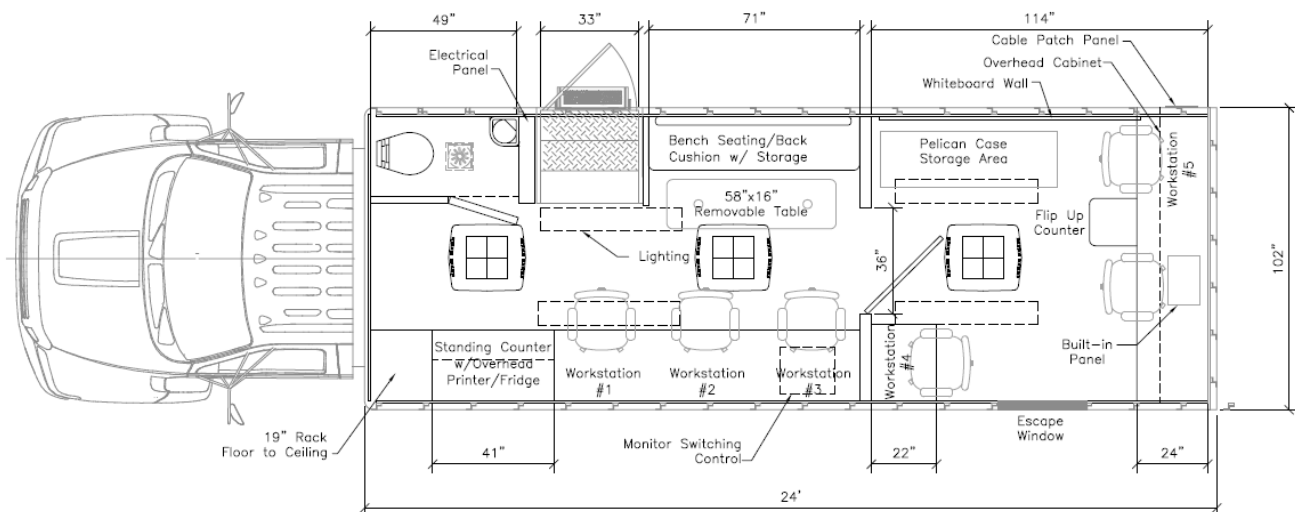
sales@qualityvans.com | 480.464.7007

qualityvans.com





Hostage Negotiation Truck



Phoenix Police Department enlisted Quality Vans & Specialty Vehicles to build their custom Hostage Negotiations Truck. The 24' body was built on a Ford F650 Diesel for a solid dependable chassis. A bathroom with hand sink was also incorporated into the hostage negotiations truck. A 15 kW Wrico diesel generator was installed to provide ample power for the 3 roof mounted A/C units and custom 19" rack unit for all the required equipment. Whelen emergency LED lighting was installed on the exterior along with a Whelen siren controller and speaker. Exterior storage boxes provided large amount of storage for equipment on the hostage negotiations truck.



Commissioners Court - Regular Session**23.****Meeting Date:** 01/23/2018

Sheriff's Office Training Facility Project

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

Information**Agenda Item**

Discuss, consider and take action to acknowledge the release of the \$500,000 commitment of County Sheriff Asset Forfeiture funds that was previously pledged to be used for the Sheriff's Office Training Facility building budget (P323).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:29 AM

Started On: 01/18/2018 11:23 AM

Commissioners Court - Regular Session**24.****Meeting Date:** 01/23/2018

Williamson County Combined DAS System Projects

Submitted By: Catherine Roberts, Radio
Communication System**Department:** Radio Communication System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. for the implementation of public safety DAS Systems (Distributed Antenna System) into the following buildings: Williamson County Annex, EMS Training, Wireless Communications, and Sheriff's Office Training Center. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15; funding previously approved FY18 CIP).

Background

Implementations of Public Safety DAS Systems(Distributed Antenna System) to meet National and local fire standards, allowing for effective use of the public safety radios within a commercial structure. Funding was approved via FY18 CIP funding and has been assigned to project #P472 under capital request. Original quotes were received at a combined total of \$446,895.00 if building implementation were completed separately, however combining the projects and reducing resource, engineering and personnel deployment allowed for a cost savings of \$46,945.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDAS SOW & Contract1295 Form (Vendor)1295 Form (Acknowledgement)WC Contract AddendumHGAC RA05-15

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Catherine Roberts

Final Approval Date: 01/12/2018

Reviewed By

Hal Hawes

Rebecca Clemons

Date

01/11/2018 03:09 PM

01/12/2018 03:16 PM

Started On: 01/11/2018 02:56 PM

Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

January 8, 2018

Catherine Roberts
Williamson County
508 Holly Street
Georgetown, TX 78626

RE: Williamson County Combined DAS System Projects

Dear Mrs. Roberts

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Williamson County Combined DAS System Projects. The Proposal is based upon and subject to the terms and conditions of the H-GAC Agreement executed in May of 2015 (RA-0515) and consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the County may have with the proposal.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Rick Russek
Area Sales Manager

WILLIAMSON COUNTY COMBINED DAS SYSTEM PROJECTS



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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ANNEX DAS

1.1 SOLUTION OVERVIEW

In response to the request by Williamson County, Motorola is pleased to present this comprehensive proposal to provide an in-building coverage system for the Annex Building. This system solution will provide two-way communications for the building identified by the County as having insufficient RF signal for adequate two-way communication. The system is designed by Motorola's partner, GPD Telecomm, using requirements and specification provided by Motorola.

GPD Telecomm, under the direction of Motorola, utilized propagation studies to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified building. The proposed in-building distributed antenna system will enhance coverage provided by the radio system.

1.2 SYSTEM DESIGN OVERVIEW

This section of the proposal defines requirements for the system design and implementation of the requested in- building coverage system. The proposed in-building distributed antenna system (DAS) will work in conjunction with the Williamson County 800 MHz simulcast system. This system is designed to improve the signal coverage within the Annex Building in Georgetown, Texas.

1.2.1 Coverage Area and Scope Defined

Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the 2 floors of the Facility predicted to experience insufficient RF signal coverage in order to provide adequate two-way communication.

The DAS will provide 95% coverage, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better. DAQ 3.4: Speech understandable with repetition only rarely needed. Some Noise Distortion.

Note: The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined.

All reasonable efforts would be made to ensure that cable routing and antenna mountings will not compromise the integrity of the installation area in the building(s). Both plenum-rated (indoors) and UV rated coaxial cable (outdoors) would be used for system interconnection.

The system would be provided on a basis, including engineering, material, and installation labor necessary to provide a working system.

1.2.2 Coverage Prediction Plans

The section provides coverage design plan and prediction. The plans are subjected to a field study to finalize the design.

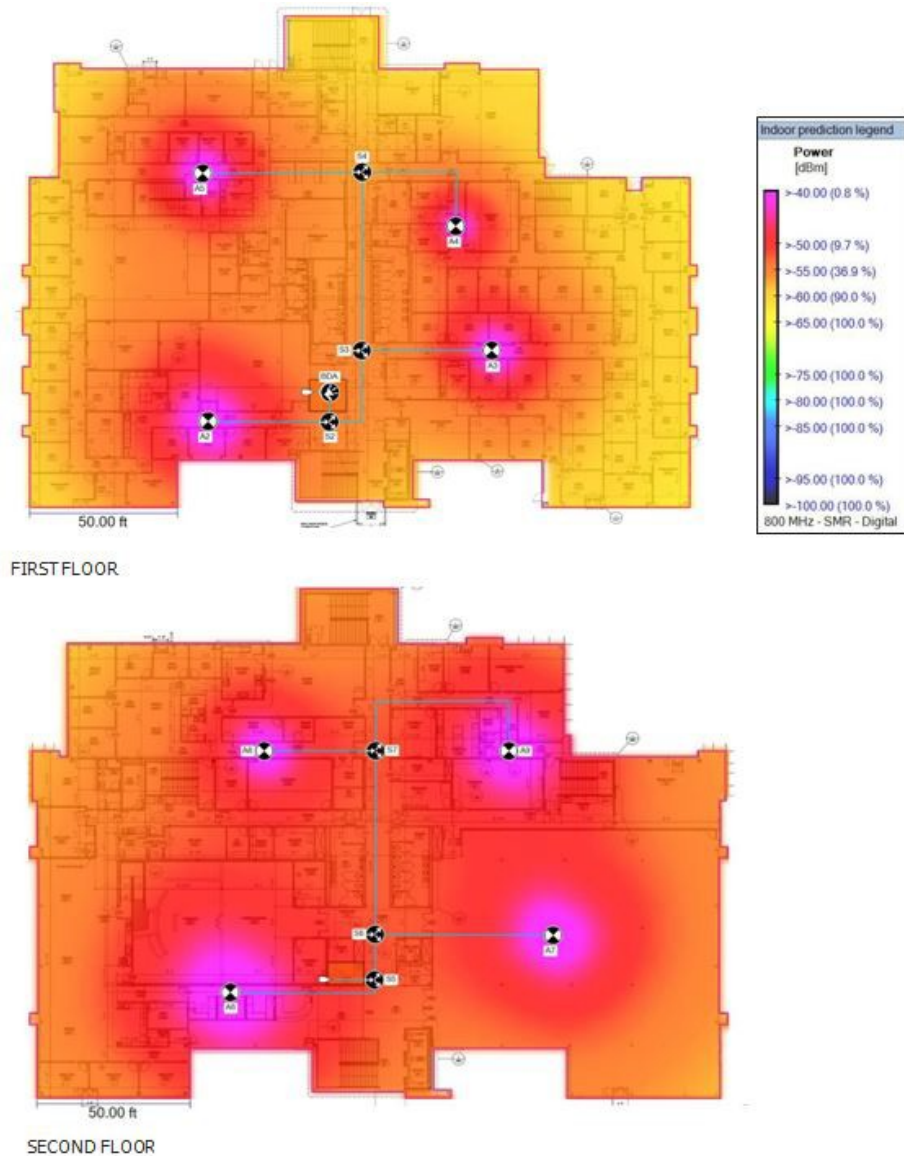


Figure 1: Preliminary DAS design Layout and Prediction

1.2.3 DAS Design

The total coverage solution will include (1) distributed antenna systems (DAS) with a minimum 4 hours battery backup. The system shall utilize a yagi antenna for the over-the-air interface with the Twin Tower site, and a 30 Channel Class A Signal Booster for the BDA. The BDA was chosen to accommodate the existing system and takes into consideration the future expansion.

RF Design Assumptions/Design Threshold Summary:

- Distance to Twin Tower Site = 2.54 Miles.
- Azimuth = 215.17.
- Estimated RSSI at the donor antenna = -70 dBm.
- Channel Count = 15 (P25 Digital Simulcast).
- Coverage Objective: -90 dBm RSSI for 95 % of Scope.
- Group Delay < 80 microseconds.

1.2.4 System Specification

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The collection of these specifications can be expressed as the in-building distributed antenna system specifications. The in-building distributed antenna system specifications for this proposed system are listed below.

1.2.4.1 Specific Services

- Installation of DAS and DAS Components
- System Optimization
- Acceptance Testing
- Indoor Mapping (DAQ and RSSI)
- Closeout Documentation
- Preventative Maintenance (Optional)
- Extended Warranty (Optional)

SYSTEM PARAMETER

Coverage Performance
Primary Donor Site Name
Path Loss to Primary Donor site
Signal Booster Maximum Gain
Impedance
Donor Antenna Type
Coverage Antenna Type
UPS Backup Power

SPECIFICATION

DAQ 3.4, 95/95
Twin Tower
103 dB
94 dB
50 Ohms
Directional
Omni
4 Hours

1.3 DESIGN ASSUMPTIONS

- Viable electrical outlets with adequate (2'X2') wall space for system electronics will be available.
- A suitable location will be available for the donor antenna mount, either a side wall mount or non-penetrating (sled) mount.
- No Roof penetrations are required for donor antenna cable runs. Motorola assumes there is existing roof penetration available to utilize.
- A pre-construction site visit should be scheduled with the County's team to validate design, materials, and installation services estimate and timelines.
- Motorola anticipate the designs will require modification after the preconstruction survey is conducted. However Motorola does not anticipate significant changes in materials required to complete they system build outs.
- Construction work days will be a minimum of 8 hours, Mon-Friday.
- Site access, security escort shall not delay construction.

- One day orientation and safety training is included in this proposal.
- Motorola assumes the site has back up generator.
- Motorola did not include integration of the DAS to the fire alarm system. In the event this is necessary, a Change Order is required and any cost associated will be the responsibility of Williamson County.

1.4 DAS OVERVIEW

This section gives an overview of a typical coaxial in-building distributed antenna system (DAS). All of the components listed comprise the majority of equipment used in an in-building DAS to provide a robust and efficient in- building DAS.

- Bi-Directional Amplifier(s) (BDA).
- Line Amplifier(s) if applicable.
- Coaxial cable (plenum and UV rated).
- Donor antenna(s).
- Miscellaneous passive components (splitters, directional couplers, etc.).
- In-building antennas.
- Backup battery (optional).

The BDA captures downlink radio signal via an outdoor antenna. The radio signal is amplified by the BDA and distributed through the system through a network of coaxial cables, couplers, splitters, line amplifier where applicable, and antennas to provide radio users seamless in-building radio coverage.

1.4.1 Bi-Directional Amplifier (BDA) Theory of Operation

A BDA is a device which is used to improve radio communications in an area where radio signal levels are degraded due to obstacles in the radio path. BDA's are bi-directional and are utilized for full duplexed frequencies (See Figure 2). BDA's are not designed to work with Simplex frequencies. The BDA is the heart of the in-building DAS and has specific RF filtering to limit signals to your specific pass band.

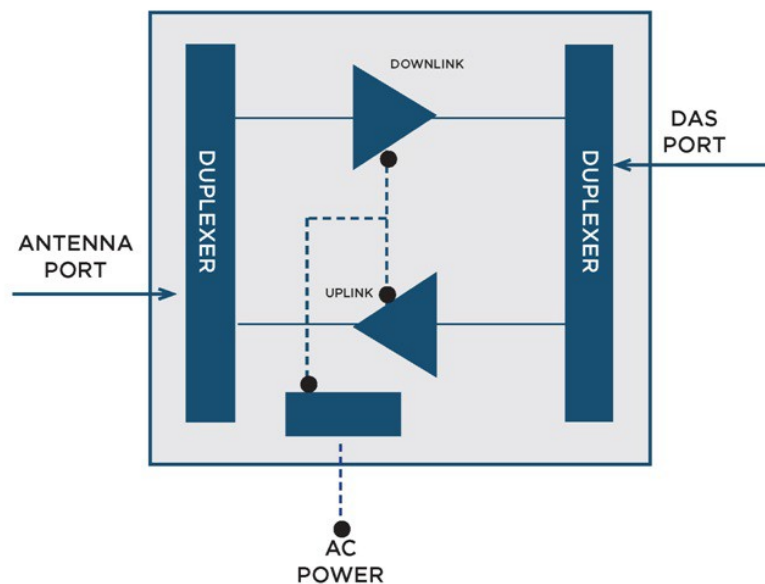


Figure 2: BDA Theory of Operation

1.4.2 BDA Selection: Node A

The Node A is a channelized BDA platform that is ideal for the transmission of analog or digital public safety frequencies. The Node A can support multiple frequency bands in a single unit. The Node A also utilizes a linear feed forward amplifier that provides, without signal distortion or reduction in the power, flexible channel programming and gain control technology. The FCC limits the application of BDAs and only authorizes the license holder the right to retransmit their licensed frequency or frequency band.

The head end or main BDA is typically mounted in a location acceptable to the Customer. The BDA will require a standard 120 VAC, 20-ampere circuit(s) with power duplex outlets within five (5) feet. A building ground must be available within five (5) feet of the BDA(s) location. A #2 AWG green ground wire from a NEC recognized ground source shall be provided within five (5) feet if a building ground is not readily available. All components would be properly grounded per Motorola R-56 standard. BDAs are usually mounted in a telephone equipment room and/or an IDF data closet where adequate wall space is available and where vertical access to the roof can be provided.

1.4.3 Coaxial Cable

Plenum-rated coaxial cable would be installed to connect all of the system components that are housed within plenum areas of the building. The plenum cable would be secured every 3' with plenum rated cable clamps, cable mounts or cable ties. Cable will typically be installed above ceiling tile and out of the public view.

Ultra-violet (UV) rated cable would be used outdoors and installed to connect the outdoor directional antenna to the BDA. Figure 3 provides examples of different cable type.



Figure 3: Coaxial Cable

1.4.4 Donor Antenna and Mounting Options

The donor antenna is usually a directional antenna, or a Yagi that is used to capture the radio signal from the donor site. This directional antenna would be mounted via a non-penetrating roof mount or a pipe mount. Once properly mounted, a UV-rated cable would be connected and run through an existing roof or wall penetration to the BDA location.

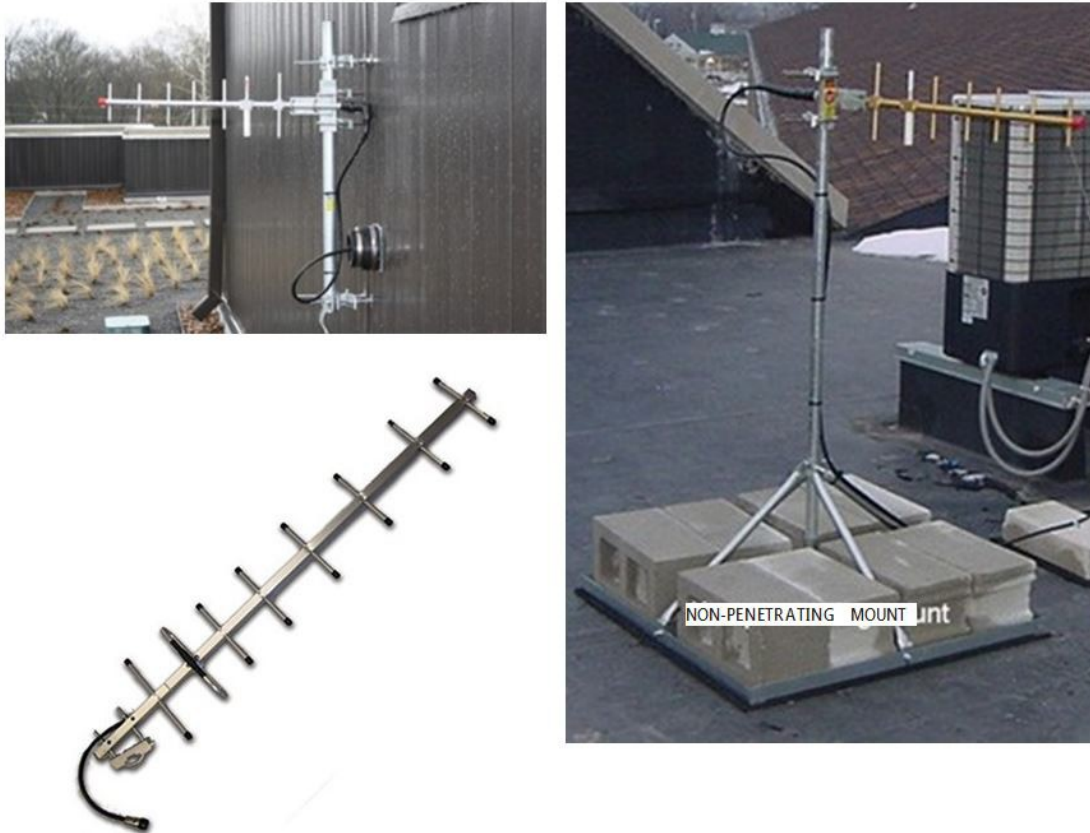


Figure 4: Donor Antenna and Mounting Example

1.4.5 In-Building Coverage Antennas

Coverage antennas would be mounted throughout each floor / area requiring coverage. These antennas are frequency specific and can be Omni-directional or directional. In-building coverage antennas are usually white or off-white in color and resemble small smoke detectors. They are mounted flush to the ceiling tiles or wall via different methods as the ceiling / wall structures permit.

1.4.6 Passive Components

The engineered design will dictate what passive components are used throughout the system. A combination of coaxial splitters or directional couplers may be used to ensure that the appropriate signal reaches every in-building antenna throughout the system.

Table 1: Passive Components

RF PARAMETER	2 WAY SPLITTER	3 WAY SPLITTER	4 WAY SPLITTER	6 DB DIRECTIONAL COUPLER	10 DB DIRECTIONAL COUPLER
Frequency	380-2700	380-2700	380-2700	380-2700	380-2700
Insertion Loss (Through)	3 dB	4 dB	6 dB	.5 – 1 dB	.5 – 1 dB
Insertion Loss Coupled Port	N/A	N/A	N/A	6 dB	10 dB
VSWR	1.2:1	1.2:1	1.2:1	1.2:1	1.2:1
Number of Output Ports	2	3	4	2	2
Port Isolation	25 dB typical	25 dB typical	25 dB typical	25 dB typical	25 dB typical
Connector	N, DIN	N, DIN	N, DIN	N, DIN	N, DIN

1.5 R-56 STANDARDS

All installations performed by Motorola's contractor, follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to NFPA, NEC code with an extra emphasis on wireless industry standard installation and engineering best practices.

1.6 ACCEPTANCE TEST PLAN–COVERAGE TESTING (ATP)

1.6.1 Test Process

Once the DAS installation is complete, Motorola's FSO along with GPD technicians will properly align and optimize the system. Once aligned and optimized, the Motorola and GPD technicians will verify signal coverage by measuring the control channel using an Anritsu Field Spectrum Analyzer. Once satisfied with the levels.

After the technicians confirm that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test of the coverage area would be conducted. To conduct the formal ATP, two radios in good operating condition with spare batteries would be required. The service area will be partitioned via a grid pattern that will establish a route where a series of tests will be performed to evaluate system performance. The grid configuration will vary by building. Depending on the size of the floor plan(s), the grid size may range from 20 to 50 feet.

The grid tests that will be performed consist of the measurement of the downlink received signal strength (RSSI) and an audio fidelity test will be performed based on the subjective delivered audio quality (DAQ) metric. The standard DAQ 3.4 metric will be used to qualify audio fidelity.

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet would be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period begins.

1.6.2 Test Methodology

- In each test grid, these tests are required: RSSI and DAQ.
- Perform DAQ testing audio quality in each direction and if transmission quality meets or exceeds DAQ 3.4 criteria the grid receives a pass (if not then a fail).
- Tabulate the % of grids that pass and if pass grids equal or exceed 95% then the facility will receive conditional acceptance.
- If the % of passing grids is below 95%, Motorola and GPD will commence activities to immediately resolve the areas that received a fail status.
- Retesting of the complete system will be done following resolution of any failed sections of the test grid.
- Testing shall also include testing of each channel per system to verify each and every channel are operational and passes DAQ 3.4. This test will not be done for every grid but done only once.
- Measure RSSI with a spectrum analyzer for informational only.
- Testing at the donor end to ensure there is no desensing of the donor site from the DAS.

The RSSI measurement testing is for information only and will not affect the pass/fail testing of the system. DAQ testing shall be the only criteria that will dictate a pass or failure of the DAS.

EMS TRAINING DAS

2.1 SOLUTION OVERVIEW

In response to the request by Williamson County, Motorola is pleased to present this comprehensive proposal to provide an in-building coverage system for the EMS Training Facility. This system solution will provide two-way communications for the EMS Training Facility identified by the County as having insufficient RF signal for adequate two-way communication. The system is designed by Motorola's partner, GPD Telecomm, using requirements and specification provided by Motorola.

GPD Telecomm, under the direction of Motorola, utilized propagation studies to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified building. The proposed in-building distributed antenna system will enhance coverage provided by the radio system.

2.2 SYSTEM DESIGN OVERVIEW

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. The proposed in-building distributed antenna system (DAS) will work in conjunction with the Williamson County 800 MHz simulcast system. This system is designed to improve the signal coverage within the EMS Training Facility in Georgetown, Texas.

2.2.1 Coverage Area and Scope Defined

Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the 2 floors of the Facility predicted to experience insufficient RF signal coverage in order to provide adequate two-way communication.

The DAS will provide 95% coverage, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better. DAQ 3.4: Speech understandable with repetition only rarely needed. Some Noise Distortion.

Note: The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined.

All reasonable efforts would be made to ensure that cable routing and antenna mountings will not compromise the integrity of the installation area in the building(s). Both plenum-rated (indoors) and UV rated coaxial cable (outdoors) would be used for system interconnection.

The system would be provided on a basis, including engineering, material, and installation labor necessary to provide a working system.

2.2.2 Coverage Prediction Plans

The section provides coverage design plan and prediction. The plans are subjected to a field study to finalize the design.

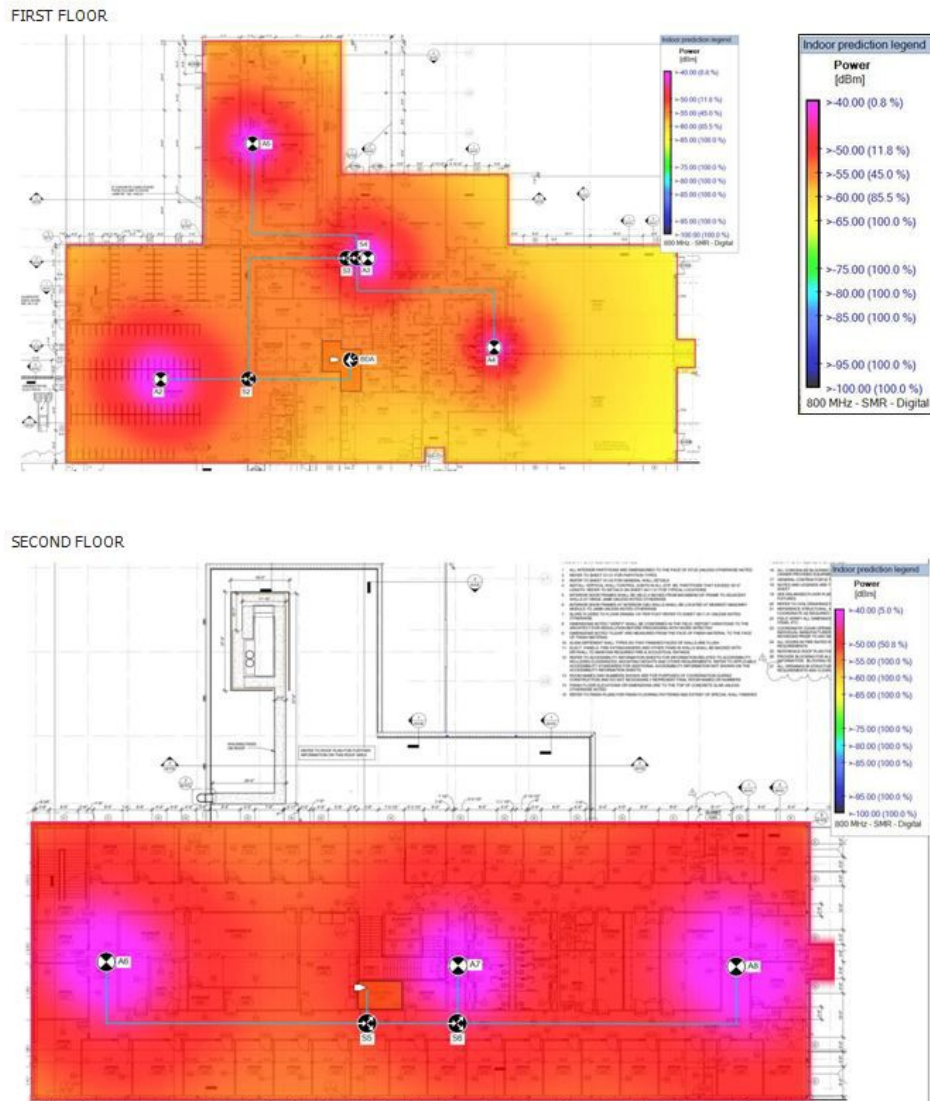


Figure 1: Preliminary DAS design Layout and Prediction

2.2.3 DAS Design

The total coverage solution will include (1) distributed antenna systems (DAS) with a minimum 4 hours battery backup. The system shall utilize a yagi antenna for the over-the-air interface with the Twin Tower Site, and a 30 Channel Class A Signal Booster for the BDA. The BDA was chosen to accommodate the existing system and takes into consideration the future expansion.

RF Design Assumptions/Design Threshold Summary:

- Distance to Twin Tower Site = 3.73 Miles.
- Azimuth = 214.87.
- Estimated RSSI at the donor antenna = -70 dBm.
- Channel Count = 15 (P25 Digital Simulcast).
- Coverage Objective: -90 dBm RSSI for 95 % of Scope.
- Group Delay < 80 microseconds.

2.2.4 System Specification

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The collection of these specifications can be expressed as the in-building distributed antenna system specifications. The in-building distributed antenna system specifications for this proposed system are listed below.

2.2.4.1 Specific Services

- Installation of DAS and DAS Components
- System Optimization
- Acceptance Testing
- Indoor Mapping (DAQ and RSSI)
- Closeout Documentation
- Preventative Maintenance (Optional)
- Extended Warranty (Optional)

SYSTEM PARAMETER

Coverage Performance
Primary Donor Site Name
Path Loss to Primary Donor site
Signal Booster Maximum Gain
Impedance
Donor Antenna Type
Coverage Antenna Type
UPS Backup Power

SPECIFICATION

DAQ 3.4, 95/95
Twin Tower
106 dB
94 dB
50 Ohms
Directional
Omni
4 Hours

2.3 DESIGN ASSUMPTIONS

- Viable electrical outlets with adequate (2'X2') wall space for system electronics will be available.
- A suitable location will be available for the donor antenna mount, either a side wall mount or non-penetrating (sled) mount.
- No Roof penetrations are required for donor antenna cable runs. Motorola assumes there is existing roof penetration available to utilize.
- A pre-construction site visit should be scheduled with the County's team to validate design, materials, and installation services estimate and timelines.
- Motorola anticipate the designs will require modification after the preconstruction survey is conducted. However Motorola does not anticipate significant changes in materials required to complete they system build outs.
- Construction work days will be a minimum of 8 hours, Mon-Friday.
- Site access, security escort shall not delay construction.
- One day orientation and safety training is included in this proposal.
- Motorola assumes the site has back a up generator.
- Motorola did not include integration of the DAS to the fire alarm system. In the event this is necessary, a Change Order is required and any cost associated will be the responsibility of Williamson County.

2.4 DAS OVERVIEW

This section gives an overview of a typical coaxial in-building distributed antenna system (DAS). All of the components listed comprise the majority of equipment used in an in-building DAS to provide a robust and efficient in- building DAS.

- Bi-Directional Amplifier(s) (BDA).
- Line Amplifier(s) if applicable.
- Coaxial cable (plenum and UV rated).
- Donor antenna(s).
- Miscellaneous passive components (splitters, directional couplers, etc.).
- In-building antennas.
- Backup battery (optional).

The BDA captures downlink radio signal via an outdoor antenna. The radio signal is amplified by the BDA and distributed through the system through a network of coaxial cables, couplers, splitters, line amplifier where applicable, and antennas to provide radio users seamless in-building radio coverage.

2.4.1 Bi-Directional Amplifier (BDA) Theory of Operation

A BDA is a device which is used to improve radio communications in an area where radio signal levels are degraded due to obstacles in the radio path. BDA's are bi-directional and are utilized for full duplexed frequencies (See Figure 2). BDA's are not designed to work with Simplex frequencies. The BDA is the heart of the in-building DAS and has specific RF filtering to limit signals to your specific pass band.

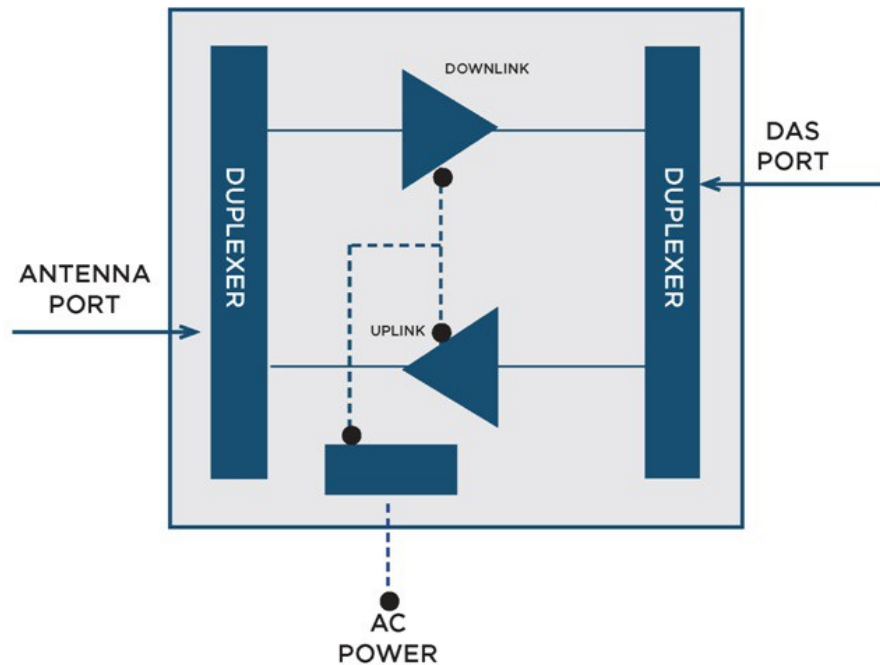


Figure 2: BDA Theory of Operation

2.4.2 BDA Selection: Node A

The Node A is a channelized BDA platform that is ideal for the transmission of analog or digital public safety frequencies. The Node A can support multiple frequency bands in a single unit. The Node A also utilizes a linear feed forward amplifier that provides, without signal distortion or reduction in the power, flexible channel programming and gain control technology. The FCC limits the application of BDAs and only authorizes the license holder the right to retransmit their licensed frequency or frequency band.

The head end or main BDA is typically mounted in a location acceptable to the Customer. The BDA will require a standard 120 VAC, 20-ampere circuit(s) with power duplex outlets within five (5) feet. A building ground must be available within five (5) feet of the BDA(s) location. A #2 AWG green ground wire from a NEC recognized ground source shall be provided within five (5) feet if a building ground is not readily available. All components would be properly grounded per Motorola R-56 standard. BDAs are usually mounted in a telephone equipment room and/or an IDF data closet where adequate wall space is available and where vertical access to the roof can be provided.

2.4.3 Coaxial Cable

Plenum-rated coaxial cable would be installed to connect all of the system components that are housed within plenum areas of the building. The plenum cable would be secured every 3' with plenum rated cable clamps, cable mounts or cable ties. Cable will typically be installed above ceiling tile and out of the public view.

Ultra-violet (UV) rated cable would be used outdoors and installed to connect the outdoor directional antenna to the BDA. Figure 3 provides examples of different cable type.



Figure 3: Coaxial Cable

2.4.4 Donor Antenna and Mounting Options

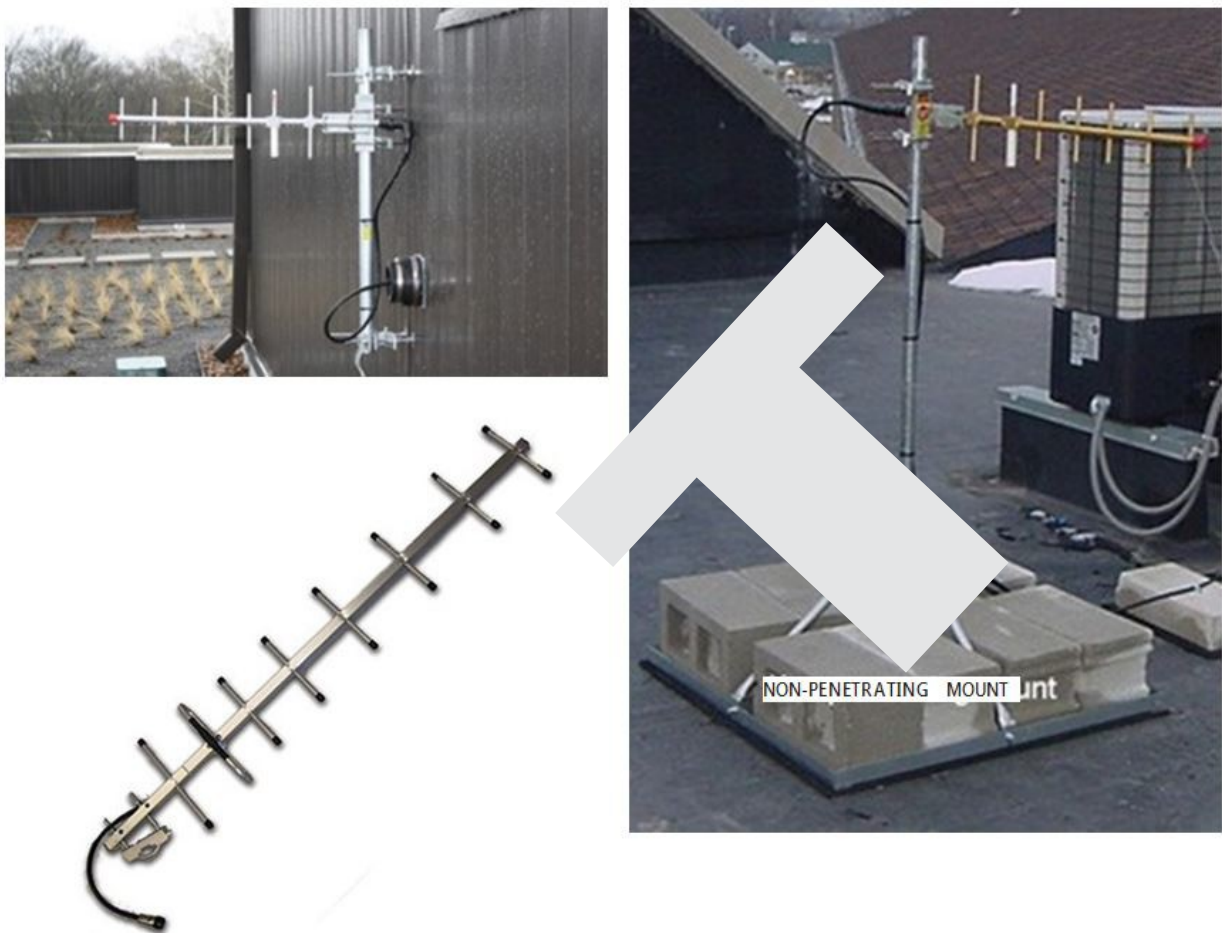


Figure 4: Donor Antenna and Mounting Example

2.4.5 In-Building Coverage Antennas

Coverage antennas would be mounted throughout each floor / area requiring coverage. These antennas are frequency specific and can be Omni-directional or directional. In-building coverage antennas are usually white or off-white in color and resemble small smoke detectors. They are mounted flush to the ceiling tiles or wall via different methods as the ceiling / wall structures permit.

2.4.6 Passive Components

The engineered design will dictate what passive components are used throughout the system. A combination of coaxial splitters or directional couplers may be used to ensure that the appropriate signal reaches every in-building antenna throughout the system.

Table 1: Passive Components

RF PARAMETERS	2 WAY SPLITTER	3 WAY SPLITTER	4 WAY SPLITTER	6 DB DIRECTIONAL COUPLER	10 DB DIRECTIONAL COUPLER
Frequency	380-2700	380-2700	380-2700	380-2700	380-2700
Insertion Loss (Through)	3 dB	4 dB	6 dB	.5 – 1 dB	.5 – 1 dB
Insertion Loss Coupled Port	N/A	N/A	N/A	6 dB	10 dB
VSWR	1.2:1	1.2:1	1.2:1	1.2:1	1.2:1
Number of Output Ports	2	3	4	2	2
Port Isolation	25 dB typical	25 dB typical	25 dB typical	25 dB typical	25 dB typical
Connector	N, DIN	N, DIN	N, DIN	N, DIN	N, DIN

2.5 R-56 STANDARDS

All installations performed by Motorola's contractor, follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to NFPA, NEC code with an extra emphasis on wireless industry standard installation and engineering best practices.

2.6 ACCEPTANCE TEST PLAN–COVERAGE TESTING (ATP)

2.6.1 Test Process

Once the DAS installation is complete, Motorola's FSO along with GPD technicians will properly align and optimize the system. Once aligned and optimized, the Motorola and GPD technicians will verify signal coverage by measuring the control channel using an Anritsu Field Spectrum Analyzer. Once satisfied with the levels.

After the technicians confirm that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test of the coverage area would be conducted. To conduct

the formal ATP, two radios in good operating condition with spare batteries would be required. The service area will be partitioned via a grid pattern that will establish a route where a series of tests will be performed to evaluate system performance. The grid configuration will vary by building. Depending on the size of the floor plan(s), the grid size may range from 20 to 50 feet.

The grid tests that will be performed consist of the measurement of the downlink received signal strength (RSSI) and an audio fidelity test will be performed based on the subjective delivered audio quality (DAQ) metric. The standard DAQ 3.4 metric will be used to qualify audio fidelity.

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet would be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period begins.

2.7 TEST METHODOLOGY

- In each test grid, these tests are required: RSSI and DAQ.
- Perform DAQ testing audio quality in each direction and if transmission quality meets or exceeds DAQ 3.4 criteria the grid receives a pass (if not then a fail).
- Tabulate the % of grids that pass and if pass grids equal or exceed 95% then the facility will receive conditional acceptance.
- If the % of passing grids is below 95%, Motorola and GPD will commence activities to immediately resolve the areas that received a fail status.
- Retesting of the complete system will be done following resolution of any failed sections of the test grid.
- Testing shall also include testing of each channel per system to verify each and every channel are operational and passes DAQ 3.4. This test will not be done for every grid but done only once.
- Measure RSSI with a spectrum analyzer for informational only.
- Testing at the donor end to ensure there is no desensing of the donor site from the DAS.

The RSSI measurement testing is for information only and will not affect the pass/fail testing of the system. DAQ testing shall be the only criteria that will dictate a pass or failure of the DAS.

SHERIFF'S OFFICE DAS

3.1 SOLUTION OVERVIEW

In response to the request by Williamson County, Motorola is pleased to present this comprehensive proposal to provide an in-building coverage system for the Sheriff's Office Training Center. This system solution will provide two-way communications for the Training Center identified by Williamson County as having insufficient RF signal for adequate two-way communication. The system is designed by Motorola's partner, GPD Telecomm, using requirements and specification provided by Motorola.

GPD Telecomm, under the direction of Motorola, utilized propagation studies to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified building. The proposed in-building distributed antenna system will enhance coverage provided by the radio system.

3.2 SYSTEM DESIGN OVERVIEW

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. The proposed in-building distributed antenna system (DAS) will work in conjunction with the 800 MHz system. This system is designed to improve the signal coverage within the Sheriff's Office Training Center in Hutto, Texas.

3.2.1 Coverage Area and Scope Defined

Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the Facility predicted to experience insufficient RF signal coverage in order to provide adequate two-way communication. The Training Center is a single level building.

The DAS will provide 95% coverage, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better. DAQ 3.4: Speech understandable with repetition only rarely needed. Some Noise Distortion.

Note: The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined.

All reasonable efforts would be made to ensure that cable routing and antenna mountings will not compromise the integrity of the installation area in the building(s). Both plenum-rated (indoors) and UV rated coaxial cable (outdoors) would be used for system interconnection.

The system would be provided on a basis, including engineering, material, and installation labor necessary to provide a working system.

3.2.2 Coverage Prediction Plans

The section provides coverage design plan and prediction. The plans are subjected to a field study to finalize the design.

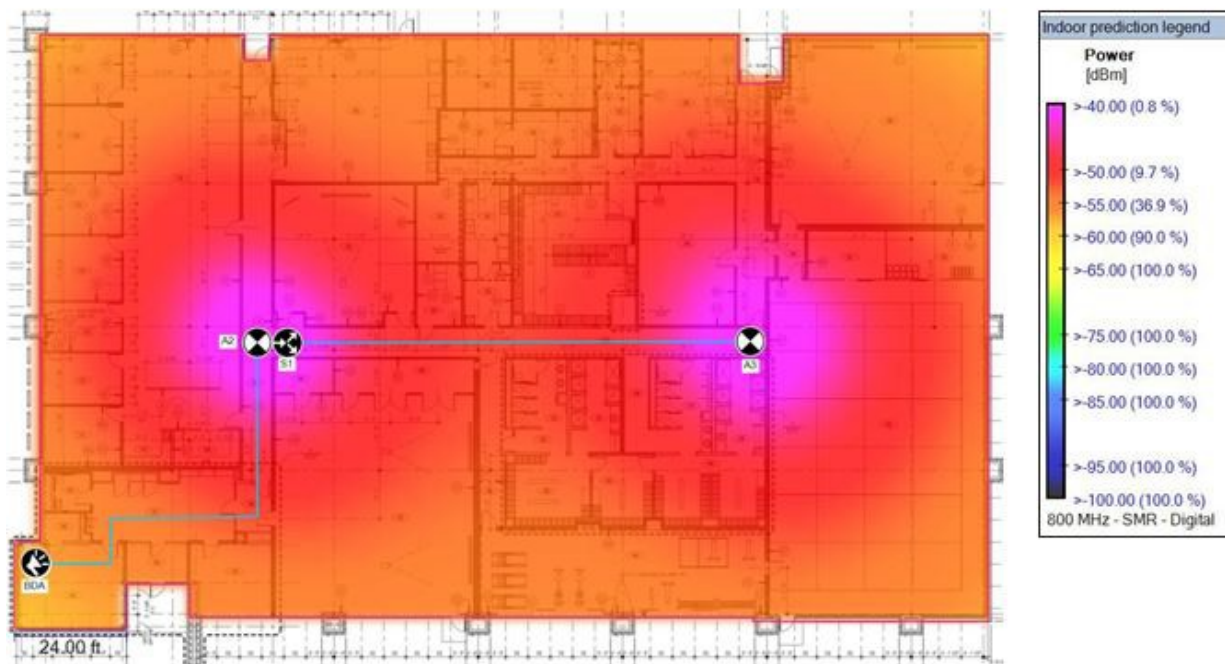


Figure 1: Preliminary DAS design Layout and Prediction

3.2.3 DAS Design

The total coverage solution will include (1) distributed antenna systems (DAS) with a minimum 4 hours battery backup. The system shall utilize a yagi antenna for the over-the-air interface with the UT RLM RF site, and a 30 Channel Class A Signal Booster for the BDA. The BDA was chosen to accommodate the existing system and takes into consideration the future GATRRS expansion.

RF Design Assumptions/Design Threshold Summary:

- Distance to High Country Tower = 8.5 Miles.
- Azimuth = 212.3.
- Estimated RSSI at the donor antenna = -70 dBm.
- Channel Count = 15 (P25 Digital Simulcast).
- Coverage Objective: -90 dBm RSSI for 95 % of Scope.
- Group Delay < 80 microseconds.

3.2.4 System Specification

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The collection of these specifications can be expressed as the in-building distributed antenna system specifications. The in-building distributed antenna system specifications for this proposed system are listed below.

3.2.4.1 Specific Services

- Installation of DAS and DAS Components

- System Optimization
- Acceptance Testing
- Indoor Mapping (DAQ and RSSI)
- Closeout Documentation
- Preventative Maintenance (Optional)
- Extended Warranty (Optional)

SYSTEM PARAMETER	SPECIFICATION
Coverage Performance	DAQ 3.4, 95/95
Primary Donor Site Name	High Country Tower
Path Loss to Primary Donor site	113 dB
Signal Booster Maximum Gain	94 dB
Impedance	50 Ohms
Donor Antenna Type	Directional
Coverage Antenna Type	Omni
UPS Backup Power	4 Hours

3.3 DESIGN ASSUMPTIONS

- Viable electrical outlets with adequate (2'X2') wall space for system electronics will be available.
- A suitable location will be available for the donor antenna mount, either a side wall mount or non-penetrating (sled) mount.
- No Roof penetrations are required for donor antenna cable runs.
- A pre-construction site visit should be scheduled with the customer to validate design, materials, and installation services estimate and timelines.
- The customer' group who handles asbestos study is required to review the DAS design to verify no changes are required.
- Motorola anticipate the designs will require modification after the preconstruction survey is conducted. However Motorola do not anticipate significant changes in materials required to complete they system build outs.
- Construction work days will be a minimum of 8 hours, Mon-Friday.
- Site access, security escort shall not delay construction.
- One day orientation and safety training is included in this proposal.
- Motorola assumes the site has a backup generator
- Motorola did not include integration of the DAS to the fire alarm system. In the event this is necessary, a Change Order is required and any cost associated will be the responsibility of the Williamson County Sheriff's Office.

3.4 DAS OVERVIEW

This section gives an overview of a typical coaxial in-building distributed antenna system (DAS). All of the components listed comprise the majority of equipment used in an in-building DAS to provide a robust and efficient in- building DAS.

- Bi-Directional Amplifier(s) (BDA).
- Line Amplifier(s) if applicable.
- Coaxial cable (plenum and UV rated).
- Donor antenna(s).



- Miscellaneous passive components (splitters, directional couplers, etc.).
- In-building antennas.
- Backup battery (optional).

The BDA captures downlink radio signal via an outdoor antenna. The radio signal is amplified by the BDA and distributed through the system through a network of coaxial cables, couplers, splitters, line amplifier where applicable, and antennas to provide radio users seamless in-building radio coverage.

3.4.1 Bi-Directional Amplifier (BDA) Theory Of Operation

A BDA is a device which is used to improve radio communications in an area where radio signal levels are degraded due to obstacles in the radio path. BDA's are bi-directional and are utilized for full duplexed frequencies (See Figure 2). BDA's are not designed to work with Simplex frequencies. The BDA is the heart of the in-building DAS and has specific RF filtering to limit signals to your specific pass band.

3.4.2 BDA Selection: Node A

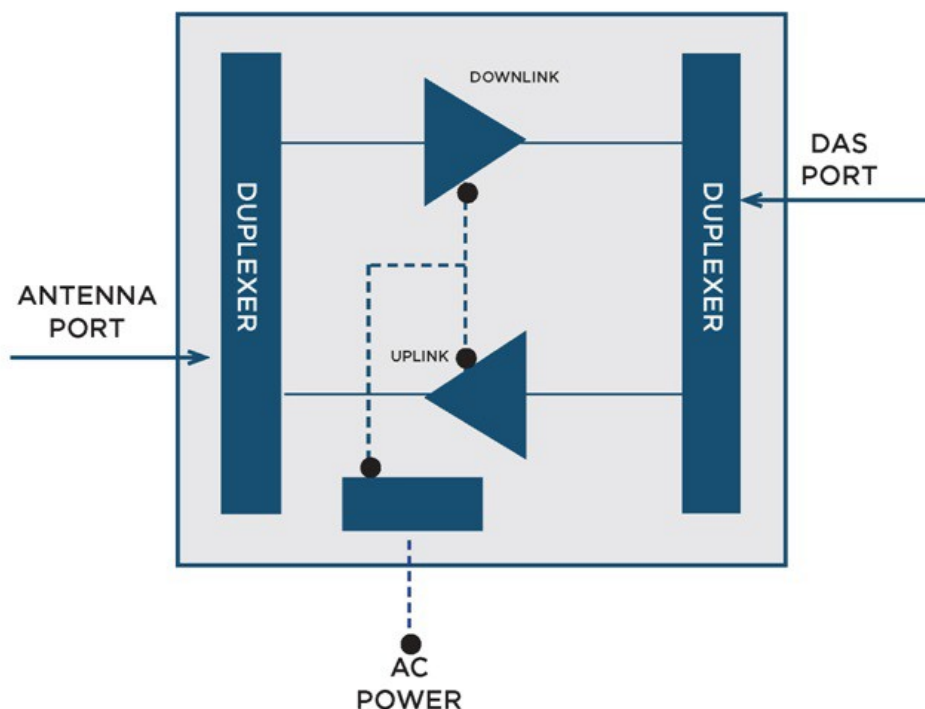


Figure 2: BDA Theory of Operation

The Node A is a channelized BDA platform that is ideal for the transmission of analog or digital public safety frequencies. The Node A can support multiple frequency bands in a single unit. The Node A also utilizes a linear feed forward amplifier that provides, without signal distortion or reduction in the power, flexible channel programming and gain control technology.

The FCC limits the application of BDAs and only authorizes the license holder the right to retransmit their licensed frequency or frequency band.

The head end or main BDA is typically mounted in a location acceptable to the Customer. The BDA will require a standard 120 VAC, 20-ampere circuit(s) with power duplex outlets within five (5) feet. A building ground must be available within five (5) feet of the BDA(s) location. A #2 AWG green

ground wire from a NEC recognized ground source shall be provided within five (5) feet if a building ground is not readily available. All components would be properly grounded per Motorola R-56 standard. BDAs are usually mounted in a telephone equipment room and/or an IDF data closet where adequate wall space is available and where vertical access to the roof can be provided.

3.4.3 Coaxial Cable

Plenum-rated coaxial cable would be installed to connect all of the system components that are housed within plenum areas of the building. The plenum cable would be secured every 3' with plenum rated cable clamps, cable mounts or cable ties. Cable will typically be installed above ceiling tile and out of the public view.

Ultra-violet (UV) rated cable would be used outdoors and installed to connect the outdoor directional antenna to the BDA. Figure 3 provides examples of different cable type.



Figure 3: Coaxial Cable

3.4.4 Donor Antenna and Mounting Options

The donor antenna is usually a directional antenna, or a Yagi that is used to capture the radio signal from the donor site. This directional antenna would be mounted via a non-penetrating roof mount or a pipe mount. Once properly mounted, a UV-rated cable would be connected and run through an existing roof or wall penetration to the BDA location.



Figure 4: Donor Antenna and Mounting Example

3.4.5 In-Building Coverage Antennas

Coverage antennas would be mounted throughout each floor / area requiring coverage. These antennas are frequency specific and can be Omni-directional or directional. In-building coverage antennas are usually white or off-white in color and resemble small smoke detectors. They are mounted flush to the ceiling tiles or wall via different methods as the ceiling / wall structures permit.

3.4.6 Passive Components

The engineered design will dictate what passive components are used throughout the system. A combination of coaxial splitters or directional couplers may be used to ensure that the appropriate signal reaches every in-building antenna throughout the system.

Table 1: Passive Components

RF Parameter	2 Way Splitter	3 Way Splitter	4 Way Splitter	6 DB Directional Coupler	10 DB Directional Coupler
Frequency	380-2700	380-2700	380-2700	380-2700	380-2700
Insertion Loss (Through)	3 dB	4 dB	6 dB	.5 – 1 dB	.5 – 1 dB
Insertion Loss Coupled Port	N/A	N/A	N/A	6 dB	10 dB
VSWR	1.2:1	1.2:1	1.2:1	1.2:1	1.2:1
Number of Output Ports	2	3	4	2	2
Port Isolation	25 dB typical	25 dB typical	25 dB typical	25 dB typical	25 dB typical
Connector	N, DIN	N, DIN	N, DIN	N, DIN	N, DIN

3.5 R-56 STANDARDS

All installations performed by Motorola's contractor, follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to NFPA, NEC code with an extra emphasis on wireless industry standard installation and engineering best practices.

3.6 ACCEPTANCE TEST PLAN–COVERAGE TESTING (ATP)

3.6.1 Test Process

Once the DAS installation is complete, Motorola's FSO along with GPD technicians will properly align and optimize the system. Once aligned and optimized, the Motorola and GPD technicians will verify signal coverage by measuring the control channel using an Anritsu Field Spectrum Analyzer.

After the technicians confirm that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test of the coverage area would be conducted. To conduct the formal ATP, two radios in good operating condition with spare batteries would be required. The service area will be partitioned via a grid pattern that will establish a route where a series of tests will be performed to evaluate system performance. The grid configuration will vary by building. Depending on the size of the floor plan(s), the grid size may range from 20 to 50 feet.

The grid tests that will be performed consist of the measurement of the downlink received signal strength (RSSI) and an audio fidelity test will be performed based on the subjective delivered audio quality (DAQ) metric. The standard DAQ 3.4 metric will be used to qualify audio fidelity.

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet would be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period begins.

3.6.2 Test Methodology

- In each test grid, these tests are required: RSSI and DAQ.
- Perform DAQ testing audio quality in each direction and if transmission quality meets or exceeds DAQ 3.4 criteria the grid receives a pass (if not then a fail).
- Tabulate the % of grids that pass and if pass grids equal or exceed 95% then the facility will receive conditional acceptance.
- If the % of passing grids is below 95%, Motorola and GPD will commence activities to immediately resolve the areas that received a fail status.
- Retesting of the complete system will be done following resolution of any failed sections of the test grid.
- Testing shall also include testing of each channel per system to verify each and every channel are operational and passes DAQ 3.4. This test will not be done for every grid but done only once.
- Measure RSSI with a spectrum analyzer.
- Testing at the donor end to ensure there is no desensing of the donor site

The RSSI measurement testing is for information only and will not affect the pass/fail testing of the system. DAQ testing shall be the only criteria that will dictate a pass or failure of the DAS.



WCB DAS

4.1 SOLUTION OVERVIEW

In response to the request by Williamson County, Motorola is pleased to present this comprehensive proposal to provide an in-building coverage system for the Wireless Communication Building (WCB). This system solution will provide two-way communications for WCB identified by the County as having insufficient RF signal for adequate two-way communication. The system is designed by Motorola's partner, GPD Telecomm, using requirements and specification provided by Motorola.

GPD Telecomm, under the direction of Motorola, utilized propagation studies to determine the most feasible solution for providing supplemental, in-building RF coverage to the specified building. The proposed in-building distributed antenna system will enhance coverage provided by the radio system.

4.2 SYSTEM DESIGN OVERVIEW

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. The proposed in-building distributed antenna system (DAS) will work in conjunction with the Williamson County 800 MHz simulcast system. This system is designed to improve the signal coverage within the WCB in Georgetown, Texas.

4.2.1 Coverage Area and Scope Defined

Based on the RF design effort, the coverage system design will provide RF coverage to designated areas within the Building predicted to experience insufficient RF signal coverage in order to provide adequate two-way communication.

The DAS will provide 95% coverage, at a Delivered Audio Quality (DAQ) 3.4 level of coverage, or better. DAQ 3.4: Speech understandable with repetition only rarely needed. Some Noise Distortion.

Note: The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined.

All reasonable efforts would be made to ensure that cable routing and antenna mountings will not compromise the integrity of the installation area in the building(s). Both plenum-rated (indoors) and UV rated coaxial cable (outdoors) would be used for system interconnection.

The system would be provided on a basis, including engineering, material, and installation labor necessary to provide a working system.

4.2.2 Coverage Prediction Plans

The section provides coverage design plan and prediction. The plans are subjected to a field study to finalize the design.

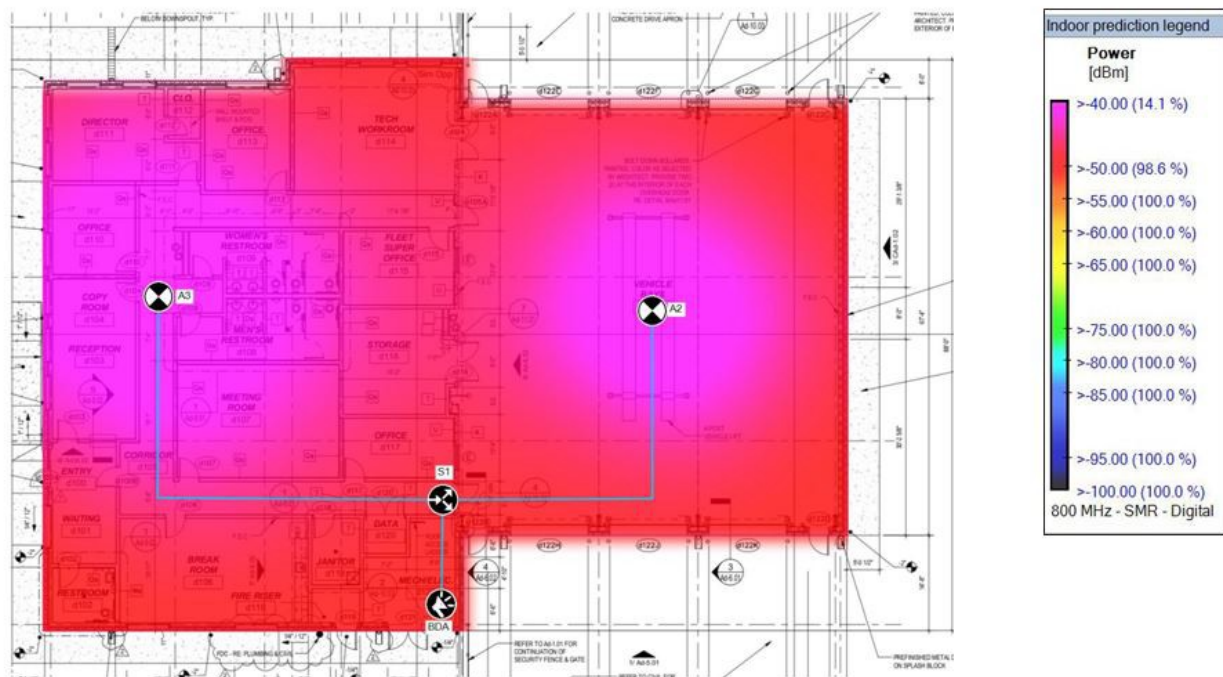


Figure 1: Preliminary DAS design Layout and Prediction

4.3 DAS DESIGN

The total coverage solution will include (1) distributed antenna systems (DAS) with a minimum 4 hours battery backup. The system shall utilize a yagi antenna for the over-the-air interface with the Twin Tower site, and a 30 Channel Class A Signal Booster for the BDA. The BDA was chosen to accommodate the existing system and takes into consideration the future expansion needs.

RF Design Assumptions/Design Threshold Summary:

- Distance to Twin Tower Site = 3.7 Miles.
- Azimuth = 216.15.
- Estimated RSSI at the donor antenna = -70 dBm.
- Channel Count = 15 (P25 Digital Simulcast).
- Coverage Objective: -90 dBm RSSI for 95 % of Scope.
- Group Delay < 80 microseconds.

4.3.1 System Specification

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The collection of these specifications can be expressed as the in-building distributed antenna system specifications. The in-building distributed antenna system specifications for this proposed system are listed below.

4.3.1.1 Specific Services

- Installation of DAS and DAS Components
- System Optimization

- Acceptance Testing
- Indoor Mapping (DAQ and RSSI)
- Closeout Documentation
- Preventative Maintenance (Optional)
- Extended Warranty (Optional)

SYSTEM PARAMETER	SPECIFICATION
Coverage Performance	DAQ 3.4, 95/95
Primary Donor Site Name	Twin Tower
Path Loss to Primary Donor site	106 dB
Signal Booster Maximum Gain	94 dB
Impedance	50 Ohms
Donor Antenna Type	Directional
Coverage Antenna Type	Omni
UPS Backup Power	4 Hours

4.3.2 Design Assumptions

- Viable electrical outlets with adequate (2'X2') wall space for system electronics will be available.
- A suitable location will be available for the donor antenna mount, either a side wall mount or non-penetrating (sled) mount.
- No Roof penetrations are required for donor antenna cable runs. Motorola assumes there is existing roof penetration available to utilize.
- A pre-construction site visit should be scheduled with the County's team to validate design, materials, and installation services estimate and timelines.
- Motorola anticipate the designs will require modification after the preconstruction survey is conducted. However Motorola does not anticipate significant changes in materials required to complete they system build outs.
- Construction work days will be a minimum of 8 hours, Mon-Friday.
- Site access, security escort shall not delay construction.
- One day orientation and safety training is included in this proposal.
- Motorola assumes the site has back up generator.
- Motorola did not include integration of the DAS to the fire alarm system. In the event this is necessary, a Change Order is required and any cost associated will be the responsibility of Williamson County.

4.4 DAS OVERVIEW

This section gives an overview of a typical coaxial in-building distributed antenna system (DAS). All of the components listed comprise the majority of equipment used in an in-building DAS to provide a robust and efficient in- building DAS.

- Bi-Directional Amplifier(s) (BDA).
- Line Amplifier(s) if applicable.

- Coaxial cable (plenum and UV rated).
- Donor antenna(s).
- Miscellaneous passive components (splitters, directional couplers, etc.).
- In-building antennas.
- Backup battery (optional).

The BDA captures downlink radio signal via an outdoor antenna. The radio signal is amplified by the BDA and distributed through the system through a network of coaxial cables, couplers, splitters, line amplifier where applicable, and antennas to provide radio users seamless in-building radio coverage.

4.4.1 Bi-Directional Amplifier (BDA) Theory of Operation

A BDA is a device which is used to improve radio communications in an area where radio signal levels are degraded due to obstacles in the radio path. BDA's are bi-directional and are utilized for full duplexed frequencies (See Figure 2). BDA's are not designed to work with Simplex frequencies. The BDA is the heart of the in-building DAS and has specific RF filtering to limit signals to your specific pass band.

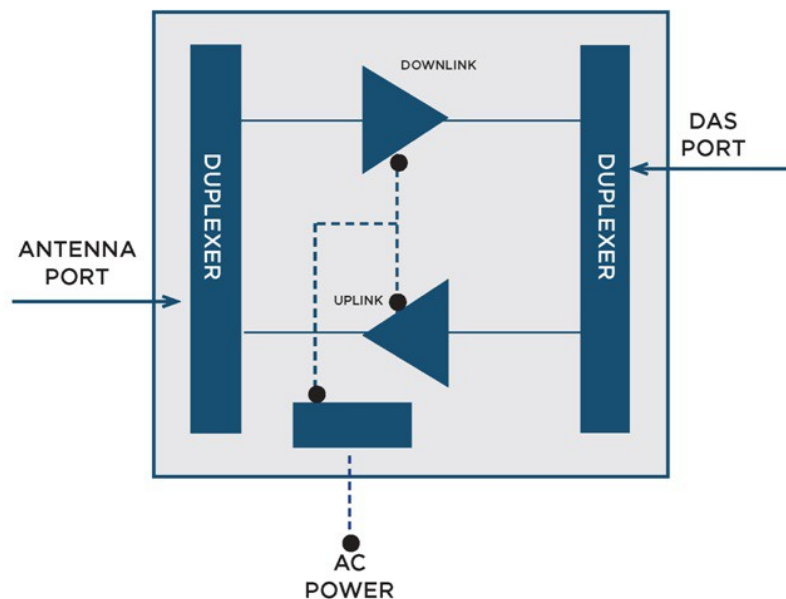


Figure 2: BDA Theory of Operation

4.4.2 BDA Selection: Node A

The Node A is a channelized BDA platform that is ideal for the transmission of analog or digital public safety frequencies. The Node A can support multiple frequency bands in a single unit. The Node A also utilizes a linear feed forward amplifier that provides, without signal distortion or reduction in the power, flexible channel programming and gain control technology. The FCC limits the application of BDAs and only authorizes the license holder the right to retransmit their licensed frequency or frequency band.

The head end or main BDA is typically mounted in a location acceptable to the Customer. The BDA will require a standard 120 VAC, 20-ampere circuit(s) with power duplex outlets within five (5) feet.

A building ground must be available within five (5) feet of the BDA(s) location. A #2 AWG green ground wire from a NEC recognized ground source shall be provided within five (5) feet if a building ground is not readily available. All components would be properly grounded per Motorola R-56 standard. BDAs are usually mounted in a telephone equipment room and/or an IDF data closet where adequate wall space is available and where vertical access to the roof can be provided.

4.4.3 Coaxial Cable

Plenum-rated coaxial cable would be installed to connect all of the system components that are housed within plenum areas of the building. The plenum cable would be secured every 3' with plenum rated cable clamps, cable mounts or cable ties. Cable will typically be installed above ceiling tile and out of the public view.

Ultra-violet (UV) rated cable would be used outdoors and installed to connect the outdoor directional antenna to the BDA. Figure 3 provides examples of different cable type.



Figure 3: Coaxial Cable

4.4.4 Donor Antenna and Mounting Options

The donor antenna is usually a directional antenna, or a Yagi that is used to capture the radio signal from the donor site. This directional antenna would be mounted via a non-penetrating roof mount or a pipe mount. Once properly mounted, a UV-rated cable would be connected and run through an existing roof or wall penetration to the BDA location.



Figure 4: Donor Antenna and Mounting Example

4.4.5 In-Building Coverage Antennas

Coverage antennas would be mounted throughout each floor / area requiring coverage. These antennas are frequency specific and can be Omni-directional or directional. In-building coverage antennas are usually white or off-white in color and resemble small smoke detectors. They are mounted flush to the ceiling tiles or wall via different methods as the ceiling / wall structures permit.

4.4.6 Passive Components

The engineered design will dictate what passive components are used throughout the system. A combination of coaxial splitters or directional couplers may be used to ensure that the appropriate signal reaches every in-building antenna throughout the system.

Table 1: Passive Components

RF Parameters	2 Way Splitter	3 Way Splitter	\$ Way Splitter	6DB Directional Coupler	10 DB Directional Coupler
Frequency	380-2700	380-2700	380-2700	380-2700	380-2700
Insertion Loss (Through)	3 dB	4 dB	6 dB	.5 – 1 dB	.5 – 1 dB
Insertion Loss Coupled Port	N/A	N/A	N/A	6 dB	10 dB
VSWR	1.2:1	1.2:1	1.2:1	1.2:1	1.2:1
Number of Output Ports	2	3	4	2	2
Port Isolation	25 dB typical	25 dB typical	25 dB typical	25 dB typical	25 dB typical
Connector	N, DIN	N, DIN	N, DIN	N, DIN	N, DIN

4.5 R-56 STANDARDS

All installations performed by Motorola's contractor, follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to NFPA, NEC code with an extra emphasis on wireless industry standard installation and engineering best practices.

4.6 ACCEPTANCE TEST PLAN–COVERAGE TESTING (ATP)

4.6.1 Test Process

Once the DAS installation is complete, Motorola's FSO along with GPD technicians will properly align and optimize the system. Once aligned and optimized, the Motorola and GPD technicians will verify signal coverage by measuring the control channel using an Anritsu Field Spectrum Analyzer. Once satisfied with the levels.

After the technicians confirm that the DAS coverage will perform to the contractual requirement, a formal industry standard grid acceptance test of the coverage area would be conducted. To conduct the formal ATP, two radios in good operating condition with spare batteries would be required. The service area will be partitioned via a grid pattern that will establish a route where a series of tests will be performed to evaluate system performance. The grid configuration will vary by building. Depending on the size of the floor plan(s), the grid size may range from 20 to 50 feet.

The grid tests that will be performed consist of the measurement of the downlink received signal strength (RSSI) and an audio fidelity test will be performed based on the subjective delivered audio quality (DAQ) metric. The standard DAQ 3.4 metric will be used to qualify audio fidelity.

Once the ATP is conducted and the system passes the coverage criteria, a sign off sheet would be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period begins.

4.6.2 Test Methodology

- In each test grid, these tests are required: RSSI and DAQ.
- Perform DAQ testing audio quality in each direction and if transmission quality meets or exceeds DAQ 3.4 criteria the grid receives a pass (if not then a fail).
- Tabulate the % of grids that pass and if pass grids equal or exceed 95% then the facility will receive conditional acceptance.
- If the % of passing grids is below 95%, Motorola and GPD will commence activities to immediately resolve the areas that received a fail status.
- Retesting of the complete system will be done following resolution of any failed sections of the test grid.
- Testing shall also include testing of each channel per system to verify each and every channel are operational and passes DAQ 3.4. This test will not be done for every grid but done only once.
- Measure RSSI with a spectrum analyzer for informational only.
- Testing at the donor end to ensure there is no desensing of the donor site from the DAS.

The RSSI measurement testing is for information only and will not affect the pass/fail testing of the system. DAQ testing shall be the only criteria that will dictate a pass or failure of the DAS.

SYSTEM SUMMARY

Total solution price per equipment and services outlined in this proposal

Description	Price
Williamson County Annex DAS	\$125,514.00
HGAC Contract, and 4 Project Combined Discount	\$(11,514.00)
GRAND TOTAL	\$114,000.00

Description	Price
Williamson County SO Training Center DAS	\$103,765.00
HGAC Contract, and 4 Project Combined Discount	\$(9,715.00)
GRAND TOTAL	\$94,050.00

Description	Price
Williamson County EMS Training Center DAS	\$115,167.00
HGAC Contract, and 4 Project Combined Discount	\$(10,667.00)
GRAND TOTAL	\$104,500.00

Description	Price
Williamson County WCB DAS	\$102,449.00
HGAC Contract, and 4 Project Combined Discount	\$(9,549.00)
GRAND TOTAL	\$92,900.00

Description	Price
Combined Total	\$405,450.00
Additional Combined Project Discount	\$(5,500.00)
COMBINED GRAND TOTAL	\$399,950.00

TERMS AND CONDITIONS

Terms and Conditions are included on the pages that follow.



SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and _____, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____
all dated _____.

Exhibit D Motorola/H-GAC Contract dated May 1, 2015.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

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

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ (\$_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due after project kickoff and design review meeting;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated _____.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-298035

Date Filed:
01/03/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Williamson County Combined DAS
WILCO Combined DAS projects for County Buildings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



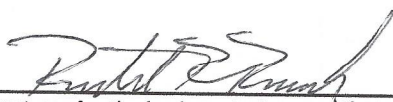
6 UNSWORN DECLARATION

My name is Richard R. Russek, and my date of birth is 09/09/1967.

My address is 7904 N. Sam Houston Parkway, Houston, Tx, 77064, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 3rd day of January, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Motorola Solutions
Austin, TX United States

Certificate Number:
2018-298035

Date Filed:
01/03/2018

Date Acknowledged:
01/11/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Williamson County Combined DAS
WILCO Combined DAS projects for County Buildings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
Motorola SOLUTIONS SERVICES SOW CONTRACT “Williamson County
Combined DAS Projects”**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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 “Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: 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.

Right to Audit: Motorola agrees that Customer 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 Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

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

VIII.

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

WITNESS the signatures of all parties in duplicate originals this the ____ day
of _____, 2018.

WILLIAMSON COUNTY:

Motorola:

Authorized Signature



Authorized Signature

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9:

REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:

MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract, provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed, to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:

[Signature]
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:

[Signature]
Deidre Vick, Director of Public Services

Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas:

[Signature]
Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas:

[Signature]
Printed Name & Title: Howard Cherloe MSSSI V.P.

Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Appllcations	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Commissioners Court - Regular Session**25.****Meeting Date:** 01/23/2018

County Burn Ban

Submitted By: Jarred Thomas, Emergency
Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban, for a period not to exceed 90 days, and to authorize the County Judge to lift burn ban if conditions improve.

Background

Local fire departments are experiencing an significant increase in wildland fires, many of which were the result of controlled burns getting out of control. While soil moisture is not critically low, hard freezes have killed much of the grasses and they are now extremely susceptible to ignition.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:10 AM

Started On: 01/18/2018 10:01 AM

Commissioners Court - Regular Session**26.****Meeting Date:** 01/23/2018

2018 Emergency Management Performance Grant (EMPG) Application

Submitted By: Jarred Thomas, Emergency
Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the application submittal for the 2018 Emergency Management Performance Grant (EMPG) for the Office of Emergency Management.

Background

The Office of Emergency Management applies annually for this grant to offset eligible expenses relating to emergency management. This is a reimbursement grant and may reimburse to a maximum of 50 percent of eligible expenses.

Fiscal Impact

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

Attachments[Application for Federal Assistance](#)[EMPG Grant Application](#)[EMPG Statement of Work](#)[EMPG Assurances and Certificaitons](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 10:21 AM

FISCAL YEAR 2018
APPLICATION FOR FEDERAL ASSISTANCE
(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: <p style="text-align: center;">97.042</p>	2. APPLICANT STATUS: New Applicant <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>				
3. FEDERAL FISCAL YEAR: FY 2018	4. START DATE: OCTOBER 1, 2017	5. END DATE: SEPTEMBER 30, 2018				
APPLICANT INFORMATION						
a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): Williamson County Office of Emergency Management		b. Name & Telephone Number(s) of Emergency Management Coordinator: Jarred Thomas, 512-864-8269				
c. Mailing Address: WILCO OEM 911 TRACY CHAMBERS LN GEORGETOWN TX 78626-6386 Employer Identification Number/Tax ID# _____		d. Physical Address (if different from Mailing Address):				
EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds)						
e. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties						
	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	3	100				
2) Part Time						
Total Number of EMPG-Funded Personnel: 3						
ESTIMATED EXPENSES						
f. Salary & Benefits (from line 18, form TDEM-66)					\$346,113.39	
g. Travel Expenses (from line 19 form TDEM-66)					\$ 6,000.00	
h. Other Expenses (from section 11 on reverse)					\$38400	
i. Total Expenses (F + G + H)					\$ 390,513.39	
j. Federal Share (I x .50)					\$ 195,256.70	
Note: If you cannot meet the cash match requirement, check the box below and attach a match proposal as specified in Section 2 of the <i>Local Emergency Management Performance Grant Guide</i> . TDEM must review and approve any exceptions made to the cash match requirement at the time of application. <input type="checkbox"/> Cash Match Exception Requested						
CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.						
k. Typed Name of Authorized Official:			Dan Gattis			
l. Title of Authorized Official:			County Judge			
m. Original Signature of Authorized Official:						
n. Date Signed:						

INSTRUCTIONS

1. Except as indicated below, entries are self-explanatory.
2. Item A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
3. Item E: indicate the number of full-time employees who work specific percentages of time in emergency management duties. example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66). Item K, L, & M: This form must be signed by the Authorized Official from TDEM 17B. Authorized Officials are County Judges, Mayors, and many City Managers – **not** Emergency Management Coordinators.


OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribe Governments* (OMB Circular A-87). **Salaries and expenses for elected officials are not allowed.** Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. **To determine if an expense is allowable under the EMPG program, refer to the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list#>**

Please reference the appropriate Authorized Equipment List (AEL) for expenses listed below.

AEL Code	Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)	Estimated Amount
04AP-04-RISK	BOLD Planning	\$ 10,800.00
04AP-09-ALRT	Quickseries Publishing	\$ 6,700.00
04AP-03-GISS	Crisis Track	\$ 6,500.00
06CC-01-CELL	Cellular Service	\$ 6,400.00
06CC-04-SADS	Satellite Service	\$ 8,000.00
Total		\$ 38,400.00

FISCAL YEAR 2018 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): Williamson County Office of Emergency Management	
2. COUNTY: Williamson	3. DISASTER DISTRICT: 12
4. EMPG STATUS: <input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	
5. PROGRAM PARTICIPANTS: (List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.) Cities of Coupland, Florence, Granger, Hutto, Liberty Hill, Thrall, Weir	
6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2018 <i>Emergency Management Performance Grant (EMPG) Guide</i> for information on completing these forms.) <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Designation of Grant Officials (TDEM-17B) <input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC <input checked="" type="checkbox"/> EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> Application for Federal Assistance (TDEM-67) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staff Job Description (TDEM-68) - A current job description is required for each staff member listed in the FY 2018 EMPG Staffing Pattern (TDEM-66) <input checked="" type="checkbox"/> FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> FEMA Form 20-16A, Assurances – Non-Construction Programs <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements <input checked="" type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official required only if the applicant performs lobbying to influence federal actions <input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146) or Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form <input checked="" type="checkbox"/> Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form 	
7. CERTIFICATION: <i>This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.</i>	
Authorized Official (Original Signature) Dan Gattis Printed Name	<div style="text-align: center;">  Emergency Management Coordinator (Original Signature) Jarred Thomas Printed Name: </div> <div style="text-align: right;"> Date 01.12.18 </div>

TDEM-17
10/17

Page 1 of 1

Completed forms and application materials can be sent by email or mail to:

Email address:

TDEM.EMPG@dps.texas.gov

Physical Address:

Texas Department of Public Safety
Division of Emergency Management
Emergency Management Support
5805 N Lamar Blvd.
Austin, TX 78752

FISCAL YEAR 2018 EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

Applicant Name (Jurisdiction): Williamson County

Jurisdiction DUN/SAM # 076930049

Congressional District # 31

SAM Status Active

Jurisdiction Population

545,412

2017 census data available at:

[Please use the US Census Bureau website](#)

KEY DOCUMENT SUBMISSIONS AND APPROVALS

Document	Submitter	Date	TDEM Reviewer	Date
Statement of Work	Jarred Thomas			
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT

<input checked="" type="checkbox"/> Work Plan	Jurisdiction will submit an EMPG Application, two Progress Reports, four Quarterly FEMA Training matrices, and four Quarterly Financial Reports
<input type="checkbox"/> Progress Report #1	<input type="checkbox"/> Progress Report #1 is being submitted to TDEM EMS <input type="checkbox"/> First Financial Report has been submitted to TDEM EMS
<input type="checkbox"/> Progress Report #2	<input type="checkbox"/> Progress Report #2 is being submitted to the TDEM EMS <input type="checkbox"/> Second & Third Quarter Financial Reports have been submitted to TDEM EMS <input type="checkbox"/> Fourth Quarter Financial Report has been submitted to TDEM EMS

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM

<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Jurisdiction will maintain current legal documents establishing emergency management program <input checked="" type="checkbox"/> Legal documents are current & on file with TDEM; no additional action is required. <input type="checkbox"/> Jurisdiction will prepare & submit to TDEM Preparedness Section: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Jurisdiction completed & submitted to TDEM Preparedness Section: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:
<input type="checkbox"/> Progress Report #2 April 1- September 30	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required. <input type="checkbox"/> Jurisdiction completed & submitted to TDEM Preparedness Section: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated:

TASK 3—PUBLIC EDUCATION/INFORMATION	
<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Option 1: Jurisdiction will conduct 30 hours of hazard awareness activities for local citizens <input checked="" type="checkbox"/> Option 2: Jurisdiction will prepare & distribute public education/information materials to a <u>substantial portion (50% or more of your population)</u> of the community. Please describe the materials to be distributed in the remarks section found on page 6.
<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="text"/> Total # citizens informed	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities: <input type="checkbox"/> No Task 3 progress was made this report period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="text"/> Total # citizens informed	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities: <input type="checkbox"/> No Task 3 progress was made this report period.

TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input checked="" type="checkbox"/> Jurisdiction will develop, update, or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input checked="" type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: NOTE: Plans & annexes dated prior to September 30, 2013 must be revised or updated this year. All Plans and Annexes must be NIMS
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input checked="" type="checkbox"/> V <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress was made this report period.

TASK 5—TEP, NOTIFICATION AND INDIVIDUAL EXERCISE PARTICIPATION

<input checked="" type="checkbox"/> Work Plan <input checked="" type="checkbox"/> TEP Date Submitted:	Training and Exercise Plan Each jurisdiction must develop and submit a multi-year Training and Exercise Plan (TEP), not less than three years, to TDEM.EMPG@dps.texas.gov by January 31, 2018. Each jurisdiction must submit the Pre-Exercise Notification Form to the TDEM Exercise Unit not less than 45 days prior to a planned exercise event. Each jurisdiction must submit an After Action Report (AAR) and Improvement Plan (IP) for a minimum of two (2) discussion-based exercises and one (1) operations-based exercise. All AARs/IPs all exercise activities to the TDEM Exercise unit not more than 45 days after the conclusion of the exercise. One real world event is currently allowed per fiscal year. NOTE: A Full-Scale exercise must be conducted every three (3) years. **Each EMPG-funded person must complete and submit Individual Exercise Participation forms. All EMPG funded personnel must participate in at least three exercises per year. http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/exerciseParticipForm.pdf
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REQUIRED EXERCISE SCHEDULE

Performance Period	Exercise Type	Exercise Date & Name (List All)	Quarter of Year
Fiscal Year 2018 (October 1, 2017 - September 30, 2018)	Discussion Based	Dam Failure Dam Failure Terrorism	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Operational Based		<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Discussion Based		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4
	Exercise 4		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	Exercise 5		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

Our last Full-Scale exercise was conducted on (date): Nov 4-7, 2014

<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> TEP Date Submitted:	Conducted the following exercises and provided documentation to TDEM: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Exercise Type</th> <th style="width: 50%;">Exercise Name and Date</th> <th style="width: 30%;">EMPG Funded</th> </tr> </thead> <tbody> <tr> <td>Exercise 1</td> <td></td> <td>Exercise 1</td> </tr> <tr> <td>Exercise 2</td> <td></td> <td>Exercise 2</td> </tr> <tr> <td>Exercise 3</td> <td></td> <td>Exercise 3</td> </tr> </tbody> </table> <p> <input type="checkbox"/> Our jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached </p>	Exercise Type	Exercise Name and Date	EMPG Funded	Exercise 1		Exercise 1	Exercise 2		Exercise 2	Exercise 3		Exercise 3
Exercise Type	Exercise Name and Date	EMPG Funded											
Exercise 1		Exercise 1											
Exercise 2		Exercise 2											
Exercise 3		Exercise 3											
<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="checkbox"/> TEP Date Submitted:	Conducted the following exercises and provided documentation to TDEM: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Exercise Type</th> <th style="width: 50%;">Exercise Name and Date</th> <th style="width: 30%;">EMPG Funded</th> </tr> </thead> <tbody> <tr> <td>Exercise 1</td> <td></td> <td>Exercise 1</td> </tr> <tr> <td>Exercise 2</td> <td></td> <td>Exercise 2</td> </tr> <tr> <td>Exercise 3</td> <td></td> <td>Exercise 3</td> </tr> </tbody> </table> <p> <input type="checkbox"/> Jurisdiction completed NO exercise and did not request credit for a real world event <input type="checkbox"/> Exercise approved documentation attached </p>	Exercise Type	Exercise Name and Date	EMPG Funded	Exercise 1		Exercise 1	Exercise 2		Exercise 2	Exercise 3		Exercise 3
Exercise Type	Exercise Name and Date	EMPG Funded											
Exercise 1		Exercise 1											
Exercise 2		Exercise 2											
Exercise 3		Exercise 3											

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL		
<input checked="" type="checkbox"/> Work Plan	All EMPG funded emergency management personnel will participate in the following training during FY 2018:	
	Position & Name	Course Name or Number
	EMC Jarred Thomas PER-230-1 - Incident Response to Terrorist Bombings (IRTB) - Operations (Train-the-Trainer)	
	DEMC Gregory Williams IS-11.a Animals in Disasters: Community Planning	
	EM Specialist Michael Shoe E0102: Science for Disasters	
<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> No training took place this report period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number Date Completed
<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="checkbox"/> No training took place this progress report period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number Date Completed

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL				
<input checked="" type="checkbox"/> Work Plan		Jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.		
<input type="checkbox"/> Progress Report #1		The following formal training courses were taught or contracted:		
October 1 – March 31		Date	Course Title	Description of Attendees
		# Trained		
<input type="checkbox"/> No training took place this progress report period.				
<input type="checkbox"/> Progress Report #2		The following formal training courses were taught or contracted:		
April 1 – September 30		Date	Course Title	Description of Attendees
		# Trained		
<input type="checkbox"/> No training took place this progress report period.				

TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT	
<input checked="" type="checkbox"/> Work Plan	<p>Jurisdiction will participate in the following emergency management organizational development activities:</p> <p>Conferences: TDEM EM Conference, EMAT Conference, IAEM Conference Meetings: Williamson County HSEPC Meetings, LEPC Meetings, EMC Meetings, ReSet Meetings Work Groups/Committees: CAPCOG HSTF and its committees: Preparedness and Technology</p>
<input type="checkbox"/> Progress Report #1	Jurisdiction completed the following staff development activities:
1 October - March 31	
<input type="checkbox"/> No progress this reporting period	
<input type="checkbox"/> Progress Report #2	Jurisdiction completed the following staff development activities:
April 1 - September 30	
<input type="checkbox"/> No progress this reporting period	

REMARKS
(Use an Additional Sheet if Necessary)

JURISDICTION NAME:

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS		O.M.B. No. 3067-0206 Expires February 28, 2007
FOR FY 2018	CA FOR (Name of Applicant) Williamson County	
<p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input checked="" type="checkbox"/> FEMA Form 20-16A, Assurances-Nonconstruction Programs</p> <p>Part II <input type="checkbox"/> FEMA Form 20-16B, Assurances-Construction Programs</p> <p>Part III <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements</p> <p>Part IV <input type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p>		
Dan Gattis _____ Typed Name of Authorized Representative		Williamson County Judge _____ Title
_____ Signature of Authorized Representative		_____ Date Signed
<p>NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p>		
Paperwork Burden Disclosure Notice		
<p>"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.</p>		

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Williamson County Emergency Services Operations Center

911 Tracy Chambers Lane

Georgetown, TX 78665

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Commissioners Court - Regular Session**27.****Meeting Date:** 01/23/2018

Resolution for 2018 Homeland Security Grant Program - HazMat Monitor Maintenance Project

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 action on approving a resolution authorizing a homeland security grant application in the amount of \$21,000 for the HazMat Monitor Maintenance Project. eGrant Project #2957204

Background

Grant funds will be utilized to maintain high tech equipment used to detect or identify chemicals, chemical compounds, and radiation sources and types.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsResolution HazMat Monitor Maintenance

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 10:29 AM

*In the Commissioner's Court
of
Williamson County, Texas*

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the HAZMAT Monitor Maintenance Project. Grant application number 2957204.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session**28.****Meeting Date:** 01/23/2018

Resolution for 2018 Homeland Security Grant Program - Radiation Dosimeter HazMat Project

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 action on approving a resolution authorizing a homeland security grant application in the amount of \$10,000 for the Radiation Dosimeter - HazMat Project. eGrant Project #3554801

Background

Funding needed to increase the radiation detection for the Williamson County HazMat Team. Regardless of the incident type, it is standard operating procedure to utilize radiation detection equipment. This equipment will replace existing equipment and increase detection capability.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsResolution Radiation Dosimeter HazMat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 10:38 AM

*In the Commissioner's Court
of
Williamson County, Texas*

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the Radiation Dosimeter - HazMat Project. Grant application number 3554801.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session**29.****Meeting Date:** 01/23/2018

Resolution for 2018 Homeland Security Grant Program - HazMat Level A Flash Suits Project

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 action on approving a resolution authorizing a homeland security grant application in the amount of \$23,000 for the HazMat Level A Flash Suits Project. eGrant Project #3555201

Background

Funding to purchase chemical resistant clothing that also provides protection from exposure to unexpected fire.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution HazMat Level A Flash Suits

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 10:57 AM

*In the Commissioner's Court
of
Williamson County, Texas*

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the HAZMAT Level A Flash Suits Project. Grant application number 3555201.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session**30.****Meeting Date:** 01/23/2018

Resolution for 2018 Homeland Security Grant Program - MiniRAE PID Project

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 action on approving a resolution authorizing a homeland security grant application in the amount of \$7,600 for the MiniRAE PID Sustainment Project. eGrant Project #3555301

Background

Funding to replace equipment used to detect the presence of chemicals that have come to end of life and will no longer be supported.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution MiniRAE PID Sustainment Project

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 11:02 AM

*In the Commissioner's Court
of
Williamson County, Texas*

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the MiniRAE PID Sustainment Project.
Grant application number 3555301.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session**31.****Meeting Date:** 01/23/2018

Resolution for 2018 Homeland Security Grant Program - Rigaku Progeny ResQ RAMAN Technology Project

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 action on approving a resolution authorizing a homeland security grant application in the amount of \$64,000 for the Rigaku Progeny RAMAN Technology Project. eGrant Project #3555401

Background

Fund to purchase a specialized chemical identification device that will allow for identification inside certain packaging. This will greatly increase safety by removing the need to collect a sample from a closed container.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution Rigaku Progeny ResQ RAMAN Technology

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 11:05 AM

*In the Commissioner's Court
of
Williamson County, Texas*

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the Rigaku Progeny ResQ - RAMAN Technology Project. Grant application number 3555401.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session**32.****Meeting Date:** 01/23/2018

Resolution for 2018 Homeland Security Grant Program - Radiation Dosimeter 1st Responder Project

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 action on approving a resolution authorizing a homeland security grant application in the amount of \$20,000 for the Radiation Dosimeter First Responder Project. eGrant Project #35551001

Background

Funds to purchase radiation detection equipment for front first responder units to quickly identify the presence of radiation. Equipment will be used on every call regardless of nature. Radiation cannot be detected without this equipment placing first responders at risk for exposure. This will reduce the likelihood of exposure and quickly identify or upgrade the call to ensure rapid mitigation.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsResolution Radiation Dosimeter 1st Responder

Form Review**Inbox**

County Judge Exec Asst.
Emergency Management (Originator)
Form Started By: Jarred Thomas
Final Approval Date: 01/19/2018

Reviewed By

Wendy Coco
Wendy Coco

Date

01/18/2018 11:11 AM
01/19/2018 01:36 PM
Started On: 01/18/2018 10:44 AM

*In the Commissioner's Court
of
Williamson County, Texas*

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the Radiation Dosimeter - First Responders Project. Grant application number 3555001.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session**33.****Meeting Date:** 01/23/2018**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Public Assistance.

Background

This request will cover the burial fees for pending indigent cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	1000.00
To	0100.0640.004951	Pauper Burials	1000.00

Attachments

No file(s) attached.

Form Review

Form Started By: Rebecca Clemons

Started On: 01/19/2018 11:12 AM

Final Approval Date: 01/19/2018

Commissioners Court - Regular Session**34.****Meeting Date:** 01/23/2018

Fire Alarm Test and Inspection

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreements for Fire Alarm Test and Inspection from Convergent Technologies LLC for annual required fire alarm tests and inspections of 20 different county facilities pursuant to DIR-TSO-3537, and authorizing the execution of the agreements.

Background

These contracts are for testing and inspecting the fire alarms in 20 different county facilities with pricing as shown in year #5 of each agreement. The DIR discounted rate is 22% discount off Covergint's standard rates. The Convergent contract funding source is line 100-509-4500.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WCCHD TX Ave
Animal Shelter
Central Maint
Courthouse
ESOC
Expo
Grainger Personal Care
Historical Museum
Inner Loop
Justice Center
JJC
LOTT
N Campus
Parking Garage
PCT 1 JB and Haillie Jester
PCT 1 Public Safety
PCT 2
SO Admin And Jail
SO Training Center
Taylor Annex

Form Review**Inbox**

Purchasing (Originator)

Reviewed By

Randy Barker

Date

01/18/2018 09:06 AM

County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 01/18/2018

Wendy Coco

01/18/2018 09:16 AM
Started On: 01/18/2018 07:49 AM

FIRE ALARM TEST & INSPECTION PROPOSAL

Date: November 29, 2017
To: Williamson County
Attn: Todd Imboden
From: Shannon Ritchie
Senior Account Executive
Shannon.ritchie@convergent.com
(512) 845-7333

Quotation #: SRC1083564P
Project: WCCHD Texas Ave. - FA Test and Inspection
Licenses: ACR-1750734
B10716-C
DIR Contract: DIR-TSO-3537

We are pleased to provide this proposal for your consideration. This quotation is firm for sixty (60) days. Convergent Technologies terms are net-30 based on monthly progress billings unless specified otherwise.

OVERVIEW AND INTRODUCTION

Convergent Technologies is pleased to present this proposal to provide annual Fire Alarm System Test & Inspection services for the following facility:

Site Name:	WCCHD Office				
Address:	355 Texas Ave.				
City:	Round Rock	State:	Texas	Zip:	78664
Contact:	Todd Imboden				
Phone #:	(512) 943-1610				

SERVICES

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2013 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours (Monday – Friday, 8AM to 5PM). Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test and Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and shall depend on the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2013 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test and Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

VALUE ADDED FEATURES

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service. Service rates shown as part of the Pricing Breakdown below.

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

CLARIFICATIONS

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. If available, a copy of the system drawings shall be provided to Convergent prior to beginning the testing program.
7. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.

LIST OF COVERED EQUIPMENT

Line#	Qty.	Part No.	Description
1	1.00	Fire Alarm Control Panel	Annual Inspection of (1) Fire Alarm Control Panel
2	1.00	Booster Power Supply	Annual Inspection of (1) Booster Power Supply
3	2.00	Battery	Annual Inspection of (1) Battery
4	3.00	Smoke Detector	Annual Inspection of (1) Smoke Detector
5	7.00	Duct Detector	Annual Inspection of (1) Duct Detector
6	4.00	Pull Station	Annual Inspection of (1) Pull Station
7	50.00	Strobe	Annual Inspection of (1) Strobe
8	22.00	Horn/Strobe	Annual Inspection of (1) Horn/Strobe

PRICING BREAKDOWN

CSP Start Date	TBD				
Program Duration	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Year	<input type="checkbox"/> 3 Year	<input type="checkbox"/> 4 Year	<input checked="" type="checkbox"/> 5 Year
Standard CSP Program Cost	Year 1	Year 2	Year 3	Year 4	Year 5
	\$2,415.79	\$2,415.79	\$2,415.79	\$2,415.79	\$2,415.79
DIR Discount (18%)	\$434.84	\$434.84	\$434.84	\$434.84	\$434.84
DIR Discounted Cost	\$1,980.95	\$1,980.95	\$1,980.95	\$1,980.95	\$1,980.95
Payment Schedule	The CSP will be invoices annually in the first month of the agreement period unless mutually agreed otherwise.				

Current Labor Rates	Normal Hours (8:00am to 5:00pm)	After Hours (Monday – Saturday)	Sunday & Holidays
Standard Rates	\$125.00	\$187.50	\$250.00
CSP Customer	\$97.50	\$146.25	\$195.00

- DIR Discounted Rate is based on a 22% discount off our standard service rate.
If the standard rate increases, the DIR Discounted Rate will sub sequentially increase as well.
- No mileage or travel time charge if within a 50-mile radius of Austin.
- Outside 50-mile radius, Customer will be billed for travel time.
- Emergency Service and T&M work will be subject to a two-hour minimum.
- Same day emergency request is subject to the after-hours rates.
- Service rates are subject to change without notice and applicable at the time of service.

EST Material Discount: List Less 36% - Per DIR-TSO-3537

This pricing is an annual price for the duration noted and is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies LLC.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017	DIR Contract: DIR-TSO-3537
To: Williamson County 3101 SE Inner Loop Road Georgetown, Texas 78626	Site Name: Wilco Animal Shelter Address: 1855 SE Inner Loop
Attn: Todd Imboden	City: Georgetown State: Texas Zip: 78626
From: Shannon Ritchie Fire Alarm & Life Safety shannon.ritchie@convergent.com	Contact: Todd Imboden Phone #: (512) 943-1610 Fax #: (512) 943-3313
Mobile: (512) 845-7333	

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
- ☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year		
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,307.95	\$ 1,307.95	\$ 1,307.95	\$ 1,307.95	\$ 1,307.95
DIR Discount (18%)	\$ 235.43	\$ 235.43	\$ 235.43	\$ 235.43	\$ 235.43
DIR Discounted Cost	\$ 1,072.52	\$ 1,072.52	\$ 1,072.52	\$ 1,072.52	\$ 1,072.52
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		2		Notifier	Smoke Detector	Annual
2		9		Notifier	Duct Detector	Annual
3		16		Notifier	Manual Pull Station	Annual
4		2		Notifier	Waterflow Alarm Input	Annual
5		2		Notifier	Sprinkler/Tamper Supervisory Input	Annual
6		2		Notifier	Relay Control Output	Annual
7		16		Notifier	Strobe	Annual
8		32		Notifier	Combination Unit	Annual
9		2		Notifier	Control Panels (main/ remote)	Annual
10		1		Notifier	NAC Panel Power Supply	Annual
11		4		n/a	Batteries	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Central Maintenance
Address: 3151 SE Innerloop

Attn: Todd Imboden

City: Georgetown
State: Texas
Zip: 78626

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

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Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

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Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

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- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,349.92	\$ 1,349.92	\$ 1,349.92	\$ 1,349.92	\$ 1,349.92
DIR Discount (18%)	\$ 242.99	\$ 242.99	\$ 242.99	\$ 242.99	\$ 242.99
DIR Discounted Cost	\$ 1,106.93	\$ 1,106.93	\$ 1,106.93	\$ 1,106.93	\$ 1,106.93
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		28		Simplex	Smoke Detector	Annual
2		3		Simplex	Duct Detectors (>10ft)	Annual
3		1		Simplex	Heat Detector	Annual
4		14		Simplex	Manual Pull Station	Annual
5		1		Simplex	Waterflow Alarm Input	Annual
6		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		3		Simplex	Relay Control Output	Annual
8		6		Simplex	Strobe	Annual
9		15		Simplex	Combination Unit	Annual
10		1		Simplex	Control Panels (main/ remote)	Annual
11		1		Simplex	NAC Panel Power Supply	Annual
12		4		N/A	Batteries	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017	DIR Contract: DIR-TSO-3537
To: Williamson County 3101 SE Inner Loop Road Georgetown, Texas 78626	Site Name: Wilco Courthouse Address: 710 South Main City: Georgetown State: Texas Zip: 78626
Attn: Todd Imboden	Contact: Todd Imboden Phone #: (512) 943-1610 Fax #: (512) 943-3313
From: Shannon Ritchie Fire Alarm & Life Safety shannon.ritchie@convergent.com Mobile: (512) 845-7333	

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

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Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00	\$187.50	\$250.00
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
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- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 2,981.28	\$ 2,981.28	\$ 2,981.28	\$ 2,981.28	\$ 2,981.28
DIR Discount (18%)	\$ 536.63	\$ 536.63	\$ 536.63	\$ 536.63	\$ 536.63
DIR Discounted Cost	\$ 2,444.65	\$ 2,444.65	\$ 2,444.65	\$ 2,444.65	\$ 2,444.65
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		27		Simplex	Smoke Detector	Annual
2		20		Simplex	Smoke Detector (>10ft)	Annual
3		6		Simplex	Duct Detector	Annual
4		3		Simplex	Heat Detector	Annual
5		4		Simplex	Manual Pull Station	Annual
6		2		Simplex	Waterflow Alarm Input	Annual
7		2		Simplex	Sprinkler/Tamper Supervisory Input	Annual
8		3		Simplex	Alarm Notification Circuit/Output	Annual
9		6		Simplex	Relay Control Output	Annual
10		16		Simplex	Speaker	Annual
11		93		Simplex	Strobe	Annual
12		22		Simplex	Combination Unit	Annual
13		1		Simplex	Control Panels (main/ remote)	Annual
14		6		Simplex	NAC Panel Power Supply	Annual
15		14		N/A	Batteries	Annual
16		2		Simplex	Voice Evacuation	Annual
17		1		Simplex	Remote Annunciator - LCD	Annual
18		1		N/A	Elevator Recall Testing (per bank)	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco ESOC
Address: 911 Tracey Chambers Lane

Attn: Todd Imboden

City: Georgetown
State: Texas
Zip: 78626

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

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- ☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

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Standard Service Rate	\$125.00	\$187.50	\$250.00
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

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CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 3,657.15	\$ 3,657.15	\$ 3,657.15	\$ 3,657.15	\$ 3,657.15
DIR Discount (18%)	\$ 658.29	\$ 658.29	\$ 658.29	\$ 658.29	\$ 658.29
DIR Discounted Cost	\$ 2,998.86	\$ 2,998.86	\$ 2,998.86	\$ 2,998.86	\$ 2,998.86
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		22		EST	Smoke Detector	Annual
2		12		EST	Smoke Detector (>10ft)	Annual
3		12		EST	Smoke Detector (below floor)	Annual
4		2		EST	Duct Detector	Annual
5		3		EST	Heat Detector	Annual
6		13		EST	VESDA (1 point / hole)	Annual
7		12		EST	Manual Pull Station	Annual
8		4		EST	Waterflow Alarm Input	Annual
9		5		EST	Other Alarm Monitoring Input	Annual
10		4		EST	Sprinkler/Tamper Supervisory Input	Annual
11		2		EST	Supervisory Signal Device	Annual
12		1		EST	Alarm Notification Circuit/Output	Annual
13		5		EST	Relay Control Output	Annual
14		44		EST	Combination Unit	Annual
15		1		EST	Control Panels (main/ remote)	Annual
16		1		EST	NAC Panel Power Supply	Annual
17		4		N/A	Batteries	Annual
18		1		EST	Remote Annunciator - LCD	Annual
19		3		N/A	Elevator Recall Testing (per bank)	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

FIRE ALARM TEST & INSPECTION PROPOSAL

Date: November 29, 2017
To: Williamson County
Attn: Todd Imboden
From: Shannon Ritchie
Senior Account Executive
Shannon.ritchie@convergent.com
(512) 845-7333

Quotation #: SRC1083071P
Project: Expo Center - FA Test and Inspection
Licenses: ACR-1750734
B10716-C
DIR Contract: DIR-TSO-3537

We are pleased to provide this proposal for your consideration. This quotation is firm for sixty (60) days. Convergent Technologies terms are net-30 based on monthly progress billings unless specified otherwise.

OVERVIEW AND INTRODUCTION

Convergent Technologies is pleased to present this proposal to provide annual Fire Alarm System Test & Inspection services for the following facility:

Site Name:	Expo Center				
Address:	210 Carlos Parker Blvd.				
City:	Taylor	State:	Texas	Zip:	76574
Contact:	Todd Imboden				
Phone #:	(512) 943-1610				

SERVICES

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2013 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours (Monday – Friday, 8AM to 5PM). Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test and Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and shall depend on the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2013 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test and Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

VALUE ADDED FEATURES

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service. Service rates shown as part of the Pricing Breakdown below.

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

CLARIFICATIONS

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. If available, a copy of the system drawings shall be provided to Convergent prior to beginning the testing program.
7. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.

LIST OF COVERED EQUIPMENT

Line#	Qty.	Part No.	Description
1	1.00	Fire Alarm Control Panel	Annual Inspection of (1) Fire Alarm Control Panel
2	1.00	Booster Power Supply	Annual Inspection of (1) Booster Power Supply
3	4.00	Battery	Annual Inspection of (1) Battery
4	12.00	Smoke Detector	Annual Inspection of (1) Smoke Detector
5	1.00	Duct Detector	Annual Inspection of (1) Duct Detector
6	4.00	Heat Detector	Annual Inspection of (1) Heat Detector
7	11.00	Pull Station	Annual Inspection of (1) Pull Station
8	8.00	Speaker	Annual Inspection of (1) Speaker
9	11.00	Speaker/Strobe	Annual Inspection of (1) Speaker/Strobe
10	16.00	Strobe	Annual Inspection of (1) Strobe
11	2.00	Horn/Strobe	Annual Inspection of (1) Horn/Strobe
12	2.00	Relay Control Output	Annual Inspection of (1) Relay Control Output
13	1.00	Monitor Module	Annual Inspection of (1) Monitor Module
14	1.00	Dual Monitor Module	Annual Inspection of (1) Dual Monitor Module
15	1.00	Tamper	Annual Inspection of (1) Tamper
16	1.00	Waterflow	Annual Inspection of (1) Waterflow
17	1.00	Annunciator	Annual Inspection of (1) Annunciator

PRICING BREAKDOWN

CSP Start Date	TBD				
Program Duration	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Year	<input type="checkbox"/> 3 Year	<input type="checkbox"/> 4 Year	<input checked="" type="checkbox"/> 5 Year
Standard CSP Program Cost	Year 1	Year 2	Year 3	Year 4	Year 5
	\$2,866.77	\$2,866.77	\$2,866.77	\$2,866.77	\$2,866.77
DIR Discount (18%)	\$516.02	\$516.02	\$516.02	\$516.02	\$516.02
DIR Discounted Cost	\$2,350.75	\$2,350.75	\$2,350.75	\$2,350.75	\$2,350.75
Payment Schedule	The CSP will be invoices annually in the first month of the agreement period unless mutually agreed otherwise.				

Current Labor Rates	Normal Hours (8:00am to 5:00pm)	After Hours (Monday – Saturday)	Sunday & Holidays
Standard Rates	\$125.00	\$187.50	\$250.00
CSP Customer	\$97.50	\$146.25	\$195.00

- DIR Discounted Rate is based on a 22% discount off our standard service rate.
If the standard rate increases, the DIR Discounted Rate will sub sequentially increase as well.
- No mileage or travel time charge if within a 50-mile radius of Austin.
- Outside 50-mile radius, Customer will be billed for travel time.
- Emergency Service and T&M work will be subject to a two-hour minimum.
- Same day emergency request is subject to the after-hours rates.
- Service rates are subject to change without notice and applicable at the time of service.

EST Material Discount: List Less 36% - Per DIR-TSO-3537

This pricing is an annual price for the duration noted and is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies LLC.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Grainger CTTC
Address: 601 N Alligator

Attn: Todd Imboden

City: Grainger
State: Texas
Zip: 76530

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00	\$187.50	\$250.00
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 3,166.70	\$ 3,166.70	\$ 3,166.70	\$ 3,166.70	\$ 3,166.70
DIR Discount (18%)	\$ 570.01	\$ 570.01	\$ 570.01	\$ 570.01	\$ 570.01
DIR Discounted Cost	\$ 2,596.69	\$ 2,596.69	\$ 2,596.69	\$ 2,596.69	\$ 2,596.69
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		27		Simplex	Smoke Detector	Annual
2		36		Simplex	Smoke Detector (Guestroom)	Annual
3		12		Simplex	Heat Detector	Annual
4		7		Simplex	Manual Pull Station	Annual
5		1		Simplex	Waterflow Alarm Input	Annual
6		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		2		Simplex	Alarm Notification Circuit/Output	Annual
8		8		Simplex	Relay Control Output	Annual
9		8		Simplex	Door Holders	Annual
10		10		Simplex	Combination Unit	Annual
11		2		Simplex	Control Panels (main/ remote)	Annual
12		2		Simplex	NAC Panel Power Supply	Annual
13		8		N/A	Batteries	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Historical Museum
Address: 716 Austin Ave

Attn: Todd Imboden

City: Georgetown
State: Texas
Zip: 78626

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 592.82	\$ 592.82	\$ 592.82	\$ 592.82	\$ 592.82
DIR Discount (18%)	\$ 106.71	\$ 106.71	\$ 106.71	\$ 106.71	\$ 106.71
DIR Discounted Cost	\$ 486.11	\$ 486.11	\$ 486.11	\$ 486.11	\$ 486.11
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		12		Simplex	Smoke Detector	Annual
1		0		Simplex	Duct Detector	Annual
2		1		Simplex	Heat Detector	Annual
3		3		Simplex	Manual Pull Station	Annual
4		1		Simplex	Waterflow Alarm Input	Annual
5		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		0		Simplex	Door Holders	Annual
8		10		Simplex	Strobe	Annual
9		6		Simplex	Combination Unit	Annual
10		1		Simplex	Control Panels (main/ remote)	Annual
11		1		Simplex	NAC Panel Power Supply	Annual
12		4		N/A	Batteries	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017	DIR Contract: DIR-TSO-3537
To: Williamson County 3101 SE Inner Loop Road Georgetown, Texas 78626	Site Name: Wilco Inner Loop Annex Address: 301 SE Inner Loop City: Georgetown State: Texas Zip: 78626
Attn: Todd Imboden	Contact: Todd Imboden Phone #: (512) 943-1610 Fax #: (512) 943-3313
From: Shannon Ritchie Fire Alarm & Life Safety shannon.ritchie@convergent.com Mobile: (512) 845-7333	

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit
- ☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00	\$187.50	\$250.00
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 2,139.22	\$ 2,139.22	\$ 2,139.22	\$ 2,139.22	\$ 2,139.22
DIR Discount (18%)	\$ 385.06	\$ 385.06	\$ 385.06	\$ 385.06	\$ 385.06
DIR Discounted Cost	\$ 1,754.16	\$ 1,754.16	\$ 1,754.16	\$ 1,754.16	\$ 1,754.16
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		3		Simplex	Smoke Detector	Annual
2		30		Simplex	Duct Detector	Annual
3		2		Simplex	Heat Detector	Annual
4		11		Simplex	Manual Pull Station	Annual
5		1		Simplex	Waterflow Alarm Input	Annual
6		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		15		Simplex	Relay Control Output	Annual
8		39		Simplex	Strobe	Annual
9		49		Simplex	Combination Unit	Annual
10		1		Simplex	Control Panels (main/ remote)	Annual
11		2		Simplex	NAC Panel Power Supply	Annual
12		6		N/A	Batteries	Annual
13		1		Simplex	Remote Annunciator - LCD	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Justice Center
Address: 405 Martin Luther King St

Attn: Todd Imboden

City: Georgetown
State: Texas
Zip: 78626

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 9,874.17	\$ 9,874.17	\$ 9,874.17	\$ 9,874.17	\$ 9,874.17
DIR Discount (18%)	\$ 1,777.35	\$ 1,777.35	\$ 1,777.35	\$ 1,777.35	\$ 1,777.35
DIR Discounted Cost	\$ 8,096.82	\$ 8,096.82	\$ 8,096.82	\$ 8,096.82	\$ 8,096.82
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		321		Simplex	Smoke Detector	Annual
2		55		Simplex	Duct Detector	Annual
3		12		Simplex	Heat Detector	Annual
4		20		Simplex	Manual Pull Station	Annual
5		3		Simplex	Waterflow Alarm Input	Annual
6		3		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		1		Simplex	Alarm Notification Circuit/Output	Annual
8		53		Simplex	Relay Control Output	Annual
9		13		Simplex	Firefighters Telephone	Annual
10		81		Simplex	Strobe	Annual
11		109		Simplex	Combination Unit	Annual
12		1		Simplex	Control Panels (main/ remote)	Annual
13		4		Simplex	NAC Panel Power Supply	Annual
14		1		Simplex	Remote Annunciator - LCD	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Juvenile Justice Center
Address: 1821 SE Innerloop

Attn: Todd Imboden

City: Georgetown
State: Texas
Zip: 78626

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit
- ☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergint is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergint (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergint's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergint CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergint, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergint.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergint shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergint reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergint can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 6,924.70	\$ 6,924.70	\$ 6,924.70	\$ 6,924.70	\$ 6,924.70
DIR Discount (18%)	\$ 1,246.45	\$ 1,246.45	\$ 1,246.45	\$ 1,246.45	\$ 1,246.45
DIR Discounted Cost	\$ 5,678.25	\$ 5,678.25	\$ 5,678.25	\$ 5,678.25	\$ 5,678.25
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		219		Simplex	Smoke Detector	Annual
2		12		Simplex	Smoke Detector (>10 ft)	Annual
3		80		Simplex	Duct Detector	Annual
4		15		Simplex	Heat Detector	Annual
5		24		Simplex	Manual Pull Station	Annual
6		5		Simplex	Waterflow Alarm Input	Annual
7		3		Simplex	Other Alarm Monitoring Input	Annual
8		5		Simplex	Sprinkler/Tamper Supervisory Input	Annual
9		43		Simplex	Relay Control Output	Annual
10		230		Simplex	Strobe	Annual
11		109		Simplex	Combination Unit	Annual
12		1		Simplex	Control Panels (main/ remote)	Annual
13		6		Simplex	NAC Panel Power Supply	Annual
14		14		N/A	Batteries	Annual
15		4		Simplex	Remote Annunciator - LCD	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017	DIR Contract: DIR-TSO-3537
To: Williamson County 3101 SE Inner Loop Road Georgetown, Texas 78626	Site Name: Wilco Lott Building Address: 107 Holly City: Georgetown State: Texas Zip: 78626
Attn: Todd Imboden	Contact: Todd Imboden Phone #: (512) 943-1610 Fax #: (512) 943-3313
From: Shannon Ritchie Fire Alarm & Life Safety shannon.ritchie@convergent.com Mobile: (512) 845-7333	

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00	\$187.50	\$250.00
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year		
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,927.92	\$ 1,927.92	\$ 1,927.92	\$ 1,927.92	\$ 1,927.92
DIR Discount (18%)	\$ 347.03	\$ 347.03	\$ 347.03	\$ 347.03	\$ 347.03
DIR Discounted Cost	\$ 1,580.89	\$ 1,580.89	\$ 1,580.89	\$ 1,580.89	\$ 1,580.89
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		12		Simplex	Smoke Detector	Annual
2		6		Simplex	Duct Detector	Annual
3		1		Simplex	Heat Detector	Annual
4		7		Simplex	Manual Pull Station	Annual
5		1		Simplex	Waterflow Alarm Input	Annual
6		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		8		Simplex	Door Holders	Annual
8		64		Simplex	Strobe	Annual
9		31		Simplex	Combination Unit	Annual
10		1		Simplex	Control Panels (main/ remote)	Annual
11		3		Simplex	NAC Panel Power Supply	Annual
12		8		N/A	Batteries	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

FIRE ALARM TEST & INSPECTION PROPOSAL

Date: November 29, 2017
To: Williamson County
Attn: Todd Imboden
From: Shannon Ritchie
Senior Account Executive
Shannon.ritchie@convergent.com
(512) 845-7333

Quotation #: SRC1083169P
Project: North Campus - FA Test and Inspection
Licenses: ACR-1750734
B10716-C
DIR Contract: DIR-TSO-3537

We are pleased to provide this proposal for your consideration. This quotation is firm for sixty (60) days. Convergent Technologies terms are net-30 based on monthly progress billings unless specified otherwise.

OVERVIEW AND INTRODUCTION

Convergent Technologies is pleased to present this proposal to provide annual Fire Alarm System Test & Inspection services for the following facility:

Site Name:	North Campus				
Address:	2910, 3151, 3189 SE Inner Loop				
City:	Georgetown	State:	Texas	Zip:	78626
Contact:	Todd Imboden				
Phone #:	(512) 943-1610				

SERVICES

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2013 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours (Monday – Friday, 8AM to 5PM). Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test and Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and shall depend on the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2013 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test and Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

VALUE ADDED FEATURES

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service. Service rates shown as part of the Pricing Breakdown below.

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

CLARIFICATIONS

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. If available, a copy of the system drawings shall be provided to Convergent prior to beginning the testing program.
7. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.

LIST OF COVERED EQUIPMENT

Line#	Qty.	Part No.	Description
1	3.00	Fire Alarm Control Panel	Annual Inspection of (1) Fire Alarm Control Panel
2	1.00	Booster Power Supply	Annual Inspection of (1) Booster Power Supply
3	8.00	Battery	Annual Inspection of (1) Battery
4	26.00	Smoke Detector	Annual Inspection of (1) Smoke Detector
5	18.00	Duct Detector	Annual Inspection of (1) Duct Detector
6	4.00	Heat Detector	Annual Inspection of (1) Heat Detector
7	20.00	Pull Station	Annual Inspection of (1) Pull Station
8	47.00	Strobe	Annual Inspection of (1) Strobe
9	44.00	Horn/Strobe	Annual Inspection of (1) Horn/Strobe
10	23.00	Relay Control Output	Annual Inspection of (1) Relay Control Output
11	8.00	Monitor Module	Annual Inspection of (1) Monitor Module
12	3.00	Tamper	Annual Inspection of (1) Tamper
13	3.00	Waterflow	Annual Inspection of (1) Waterflow
14	3.00	Annunciator	Annual Inspection of (1) Annunciator

PRICING BREAKDOWN

CSP Start Date	TBD				
Program Duration	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Year	<input type="checkbox"/> 3 Year	<input type="checkbox"/> 4 Year	<input checked="" type="checkbox"/> 5 Year
Standard CSP Program Cost	Year 1	Year 2	Year 3	Year 4	Year 5
	\$4,830.06	\$4,830.06	\$4,830.06	\$4,830.06	\$4,830.06
DIR Discount (18%)	\$869.41	\$869.41	\$869.41	\$869.41	\$869.41
DIR Discounted Cost	\$3,960.65	\$3,960.65	\$3,960.65	\$3,960.65	\$3,960.65
Payment Schedule	The CSP will be invoices annually in the first month of the agreement period unless mutually agreed otherwise.				

Current Labor Rates	Normal Hours (8:00am to 5:00pm)	After Hours (Monday – Saturday)	Sunday & Holidays
Standard Rates	\$125.00	\$187.50	\$250.00
CSP Customer	\$97.50	\$146.25	\$195.00

- DIR Discounted Rate is based on a 22% discount off our standard service rate.
If the standard rate increases, the DIR Discounted Rate will sub sequentially increase as well.
- No mileage or travel time charge if within a 50-mile radius of Austin.
- Outside 50-mile radius, Customer will be billed for travel time.
- Emergency Service and T&M work will be subject to a two-hour minimum.
- Same day emergency request is subject to the after-hours rates.
- Service rates are subject to change without notice and applicable at the time of service.

EST Material Discount: List Less 36% - Per DIR-TSO-3537

This pricing is an annual price for the duration noted and is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies LLC.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017	DIR Contract: DIR-TSO-3537
To: Williamson County 3101 SE Inner Loop Road Georgetown, Texas 78626	Site Name: Wilco Parking Garage Address: 305 W 4th Street City: Georgetown State: Texas Zip: 78626
Attn: Todd Imboden	Contact: Todd Imboden Phone #: (512) 943-1610 Fax #: (512) 943-3313
From: Shannon Ritchie Fire Alarm & Life Safety shannon.ritchie@convergent.com Mobile: (512) 845-7333	

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 951.15	\$ 951.15	\$ 951.15	\$ 951.15	\$ 951.15
DIR Discount (18%)	\$ 171.21	\$ 171.21	\$ 171.21	\$ 171.21	\$ 171.21
DIR Discounted Cost	\$ 779.94	\$ 779.94	\$ 779.94	\$ 779.94	\$ 779.94
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		1		Simplex	Smoke Detector	Annual
2		12		Simplex	Manual Pull Station	Annual
3		1		Simplex	Waterflow Alarm Input	Annual
4		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
5		8		Simplex	Door Holders	Annual
6		16		Simplex	Combination Unit	Annual
7		1		Simplex	Control Panels (main/ remote)	Annual
8		1		Simplex	NAC Panel Power Supply	Annual
9		4		N/A	Batteries	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco JB & Hallie Jester Annex
Address: 1801 East Old Settlers Blvd

Attn: Todd Imboden

City: Round Rock
State: Texas
Zip: 78664

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit
- ☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergint is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergint (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergint's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergint CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergint, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergint.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergint shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergint reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergint can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,470.73	\$ 1,470.73	\$ 1,470.73	\$ 1,470.73	\$ 1,470.73
DIR Discount (18%)	\$ 264.73	\$ 264.73	\$ 264.73	\$ 264.73	\$ 264.73
DIR Discounted Cost	\$ 1,206.00	\$ 1,206.00	\$ 1,206.00	\$ 1,206.00	\$ 1,206.00
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		12		Simplex	Smoke Detector	Annual
2		6		Simplex	Duct Detector	Annual
3		4		Simplex	Heat Detector	Annual
4		8		Simplex	Manual Pull Station	Annual
5		1		Simplex	Waterflow Alarm Input	Annual
6		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
7		3		Simplex	Relay Control Output	Annual
8		29		Simplex	Strobe	Annual
9		51		Simplex	Combination Unit	Annual
10		1		Simplex	Control Panels (main/ remote)	Annual
11		2		Simplex	NAC Panel Power Supply	Annual
12		6		N/A	Batteries	Annual
13		1		Simplex	Remote Annunciator - LCD	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

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Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Public Safety Building
Address: 1781 East Old Settlers Road

Attn: Todd Imboden

City: Round Rock
State: Texas
Zip: 78664

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

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EST Material Discount: List Less 36% - Per DIR-TSO-3537			

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CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,461.73	\$ 1,461.73	\$ 1,461.73	\$ 1,461.73	\$ 1,461.73
DIR Discount (18%)	\$ 263.11	\$ 263.11	\$ 263.11	\$ 263.11	\$ 263.11
DIR Discounted Cost	\$ 1,198.62	\$ 1,198.62	\$ 1,198.62	\$ 1,198.62	\$ 1,198.62
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		13		Simplex	Smoke Detector	Annual
2		3		Simplex	Single/Multi-Station Smoke Detector	Annual
3		3		Simplex	Duct Detector	Annual
4		3		Simplex	Heat Detector	Annual
5		5		Simplex	Manual Pull Station	Annual
6		1		Simplex	Waterflow Alarm Input	Annual
7		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
8		3		Simplex	Relay Control Output	Annual
9		17		Simplex	Strobe	Annual
10		18		Simplex	Combination Unit	Annual
11		1		Simplex	Control Panels (main/ remote)	Annual
12		1		Simplex	NAC Panel Power Supply	Annual
13		4		N/A	Batteries	Annual
14		1		Simplex	Remote Annunciator - LCD	Annual
15		1		N/A	Kitchen Hood / FM200	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Cedar Park Annex
Address: 350 Discovery Blvd

Attn: Todd Imboden

City: Cedar Park
State: Texas
Zip: 78613

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,438.14	\$ 1,438.14	\$ 1,438.14	\$ 1,438.14	\$ 1,438.14
DIR Discount (18%)	\$ 258.87	\$ 258.87	\$ 258.87	\$ 258.87	\$ 258.87
DIR Discounted Cost	\$ 1,179.27	\$ 1,179.27	\$ 1,179.27	\$ 1,179.27	\$ 1,179.27
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		4		Simplex	Smoke Detector	Annual
2		7		Simplex	Manual Pull Station	Annual
3		1		Simplex	Waterflow Alarm Input	Annual
4		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
5		2		Simplex	Alarm Notification Circuit/Output	Annual
6		2		Simplex	Relay Control Output	Annual
7		31		Simplex	Strobe	Annual
8		13		Simplex	Combination Unit	Annual
9		1		Simplex	Control Panels (main/ remote)	Annual
10		2		Simplex	NAC Panel Power Supply	Annual
11		6		N/A	Batteries	Annual
12		1		N/A	Elevator Recall Testing (per bank)	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017

DIR Contract: DIR-TSO-3537

To: **Williamson County**
3101 SE Inner Loop Road
Georgetown, Texas 78626

Site Name: Wilco Sheriff Admin/Jail
Address: 508 Discovery Blvd

Attn: Todd Imboden

City: Georgetown
State: Texas
Zip: 78626

From: Shannon Ritchie
Fire Alarm & Life Safety
shannon.ritchie@convergent.com

Contact: Todd Imboden
Phone #: (512) 943-1610
Fax #: (512) 943-3313

Mobile: (512) 845-7333

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 13,563.41	\$ 13,561.41	\$ 13,561.41	\$ 13,561.41	\$ 13,561.41
DIR Discount (18%)	\$ 2,441.41	\$ 2,441.41	\$ 2,441.41	\$ 2,441.41	\$ 2,441.41
DIR Discounted Cost	\$ 11,122.00	\$ 11,122.00	\$ 11,122.00	\$ 11,122.00	\$ 11,122.00
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		696		Simplex	Smoke Detector	Annual
2		127		Simplex	Duct Detector	Annual
3		66		Simplex	Heat Detector	Annual
4		61		Simplex	Manual Pull Station	Annual
5		17		Simplex	Other Alarm Monitoring Input	Annual
6		26		Simplex	Relay Control Output	Annual
7		288		Simplex	Combination Unit	Annual
8		1		Simplex	Control Panels (main/ remote)	Annual
9		1		Simplex	NAC Panel Power Supply	Annual
10		4		N/A	Batteries	Annual
11		3		Simplex	Remote Annunciator - LCD	Annual
12		3		N/A	Elevator Recall Testing (per bank)	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

FIRE ALARM TEST & INSPECTION PROPOSAL

Date: November 29, 2017
To: Williamson County
Attn: Todd Imboden
From: Shannon Ritchie
Senior Account Executive
Shannon.ritchie@convergent.com
(512) 845-7333

Quotation #: SRC1083223P
Project: Sheriff's Training Center - FA Test and Inspection
Licenses: ACR-1750734
B10716-C
DIR Contract: DIR-TSO-3537

We are pleased to provide this proposal for your consideration. This quotation is firm for sixty (60) days. Convergent Technologies terms are net-30 based on monthly progress billings unless specified otherwise.

OVERVIEW AND INTRODUCTION

Convergent Technologies is pleased to present this proposal to provide annual Fire Alarm System Test & Inspection services for the following facility:

Site Name:	Sheriff's Training Center				
Address:	8160 Chandler Road				
City:	Hutto	State:	Texas	Zip:	78634
Contact:	Todd Imboden				
Phone #:	(512) 943-1610				

SERVICES

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2013 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours (Monday – Friday, 8AM to 5PM). Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits – 25% of the devices each visit

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test and Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and shall depend on the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2013 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test and Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

VALUE ADDED FEATURES

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service. Service rates shown as part of the Pricing Breakdown below.

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

CLARIFICATIONS

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. If available, a copy of the system drawings shall be provided to Convergent prior to beginning the testing program.
7. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.

LIST OF COVERED EQUIPMENT

Line#	Qty.	Part No.	Description
1	1.00	Fire Alarm Control Panel	Annual Inspection of (1) Fire Alarm Control Panel
2	2.00	Battery	Annual Inspection of (1) Battery
3	9.00	Smoke Detector	Annual Inspection of (1) Smoke Detector
4	14.00	Duct Detector	Annual Inspection of (1) Duct Detector
5	2.00	Heat Detector	Annual Inspection of (1) Heat Detector
6	6.00	Pull Station	Annual Inspection of (1) Pull Station
7	25.00	Strobe	Annual Inspection of (1) Strobe
8	23.00	Horn/Strobe	Annual Inspection of (1) Horn/Strobe
9	12.00	Relay Control Output	Annual Inspection of (1) Relay Control Output
10	1.00	Monitor Module	Annual Inspection of (1) Monitor Module
11	1.00	Annunciator	Annual Inspection of (1) Annunciator

PRICING BREAKDOWN

CSP Start Date	TBD				
Program Duration	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Year	<input type="checkbox"/> 3 Year	<input type="checkbox"/> 4 Year	<input checked="" type="checkbox"/> 5 Year
Standard CSP Program Cost	Year 1	Year 2	Year 3	Year 4	Year 5
	\$3,037.50	\$3,037.50	\$3,037.50	\$3,037.50	\$3,037.50
DIR Discount (18%)	\$546.75	\$546.75	\$546.75	\$546.75	\$546.75
DIR Discounted Cost	\$2,490.75	\$2,490.75	\$2,490.75	\$2,490.75	\$2,490.75
Payment Schedule	The CSP will be invoices annually in the first month of the agreement period unless mutually agreed otherwise.				

Current Labor Rates	Normal Hours (8:00am to 5:00pm)	After Hours (Monday – Saturday)	Sunday & Holidays
Standard Rates	\$125.00	\$187.50	\$250.00
CSP Customer	\$97.50	\$146.25	\$195.00

- DIR Discounted Rate is based on a 22% discount off our standard service rate.
If the standard rate increases, the DIR Discounted Rate will sub sequentially increase as well.
- No mileage or travel time charge if within a 50-mile radius of Austin.
- Outside 50-mile radius, Customer will be billed for travel time.
- Emergency Service and T&M work will be subject to a two-hour minimum.
- Same day emergency request is subject to the after-hours rates.
- Service rates are subject to change without notice and applicable at the time of service.

EST Material Discount: List Less 36% - Per DIR-TSO-3537

This pricing is an annual price for the duration noted and is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies LLC.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

PROPOSAL FOR FIRE ALARM TEST & INSPECTION

Convergent Technologies is pleased to present this Customer Support Program (CSP) proposal to provide Fire Alarm Test & Inspection services as outlined below.

Date: November 15, 2017	DIR Contract: DIR-TSO-3537
To: Williamson County 3101 SE Inner Loop Road Georgetown, Texas 78626	Site Name: Wilco Taylor Annex Address: 412 Vance Street
Attn: Todd Imboden	City: Taylor State: Texas Zip: 76574
From: Shannon Ritchie Fire Alarm & Life Safety shannon.ritchie@convergent.com	Contact: Todd Imboden Phone #: (512) 943-1610 Fax #: (512) 943-3313
Mobile: (512) 845-7333	

Services

Our Test & Inspection Customer Support Program includes the following services designed to maintain compliance with the Authorities Having Jurisdiction (AHJ), system manufacturer requirements, and NFPA72-2010 standards.

Test & Inspection Services

Testing of all devices and control functions will be performed in accordance with NFPA72-2010 (when applicable), and manufacturer's recommendations. All testing will be performed during normal work hours - Monday thru Friday, 8AM to 5PM. Notification appliance audibility testing will be coordinated with building personnel to mitigate occupant disruption. Inspection service will be provided while on-site during system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment that could adversely affect equipment performance.

The scheduled frequency of visits during the annual agreement period will be:

- ☒ The system will be tested in a scheduled annual visit - 100% of devices
- ☐ The system will be tested in scheduled semi-annual visits - 50% of devices each visit
- ☐ The system will be tested in scheduled quarterly visits - 25% of the devices each visit
- ☐ Other:

Preventive Maintenance

Preventive maintenance will be performed and scheduled by Convergent to coincide with normal Test & Inspection visits. Preventive maintenance will also be performed in accordance with manufacturer's recommendations and depends upon the type of equipment installed and local ambient operating conditions.

Battery Testing

NFPA72-2010 includes guidelines for testing batteries, as well as a requirement that sealed lead-acid batteries be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. Over a period of time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. The only way to be assured the batteries will work is through proper load testing. This testing will be performed annually during a scheduled Test & Inspection visit. Replacement of batteries is not included in this proposal.

Web Based Reporting

Convergent's web-based reporting starts with the application of barcodes to initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned and critical information for each device is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Within 24 hours following the inspection, an on-line database and report of the system test is available for viewing, downloading, printing or emailing. This information can be retrieved from anywhere via a standard internet browser. Color coded status flags provide an immediate summary of the building test status; normal, discrepancies found or devices failed. Proposed solutions to resolve discrepancies or failed devices are included.

Convergent's web-based reporting system offers the only verified and authenticated test and inspection in the fire protection industry. This gives building owners and managers the confidence and knowledge that their fire alarm systems are being tested and inspected according to code or specific regulatory requirements and in a timely manner.

Value Added Features

In addition, our Customer Support Program includes a combination of value added features:

Multi-Year Program Commitment

Convergent is committed to establishing long-term agreements at mutually agreed pricing and escalation levels. When a customer agrees to purchase a multi-year support program from Convergent (3 years and above), the second year will automatically be secured at first year prices with no escalation.

Price Advantage

Predictable costs for system repairs and emergency service by means of lower labor rates and material costs in accordance with Convergent's published CSP rates and associated discounts at the time of service.

Current Labor Rates	Normal Hours (7:00AM to 5:00PM)	After Hours (Monday-Saturday)	Sunday & Holidays
Standard Service Rate	\$125.00-	\$187.50-	\$250.00-
DIR Discounted Rate	\$97.50	\$146.25	\$195.00
<p>⇒ DIR Discounted Rate is based on a 22% discount off our standard service rate. If the standard rate increases, the DIR Discounted Rate will subsequently increase as well.</p> <p>⇒ No mileage or travel time charge if within a 50 mile radius of Austin.</p> <p>⇒ Outside 50 mile radius, Customer will be billed for travel time.</p> <p>⇒ Emergency Service and T&M work will be subject to a two hour minimum.</p> <p>⇒ Same day emergency request are subject to the after-hours rates.</p> <p>⇒ Service rates are subject to change without notice and applicable at the time of service.</p>			
EST Material Discount: List Less 36% - Per DIR-TSO-3537			

Priority Response Time

As a Convergent CSP customer, you will be given priority for emergency service calls: 8 hours on-site. Non-emergency calls, as mutually agreed between the customer and Convergent, will be serviced on the next business day.

Qualified Resources

A professional team of NICET certified and/or factory trained and qualified personnel deliver services performed by Convergent.

Service Documentation

Every system test and service call will be documented utilizing an inspection report and/or work order completed by our Service Specialist.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP Fire Alarm customers. Our on-call technicians will provide "free" diagnostic / troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

Clarifications

Clarifications applicable to this proposal are:

- ⇒ Convergent shall be provided unobstructed access to all fire alarm devices in the building during the system test and inspection.
- ⇒ Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
- ⇒ Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
- ⇒ The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment.
- ⇒ This agreement is for a 5 year plan. The Customer or Convergent can cancel this plan at any time with 30 days written notice and no charge to either party. All outstanding invoices will remain.

CSP Start Date:	TBD				
Program Duration:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 3 Year	<input checked="" type="checkbox"/> 5 Year	<input type="checkbox"/>	
Standard CSP Program Cost:	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 1,032.73	\$ 1,032.73	\$ 1,032.73	\$ 1,032.73	\$ 1,032.73
DIR Discount (18%)	\$ 185.89	\$ 185.89	\$ 185.89	\$ 185.89	\$ 185.89
DIR Discounted Cost	\$ 846.84	\$ 846.84	\$ 846.84	\$ 846.84	\$ 846.84
Payment Schedule:	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

This pricing is valid for 60 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent Technologies.

By signing below, I accept this proposal and agree to the Terms and Conditions of the DIR Contract referenced herein.

Customer Name

Date

Authorized Signature

Printed Name and Title

List of Covered Equipment

Line		Qty.	Model No.	Manufacturer	Description	Frequency
1		10		Simplex	Smoke Detector	Annual
2		1		Simplex	Duct Detector	Annual
3		8		Simplex	Manual Pull Station	Annual
4		1		Simplex	Waterflow Alarm Input	Annual
5		1		Simplex	Sprinkler/Tamper Supervisory Input	Annual
6		2		Simplex	Alarm Notification Circuit/Output	Annual
7		3		Simplex	Relay Control Output	Annual
8		18		Simplex	Strobe	Annual
9		15		Simplex	Combination Unit	Annual
10		1		Simplex	Control Panels (main/ remote)	Annual
11		2		Simplex	NAC Panel Power Supply	Annual
12		6		N/A	Batteries	Annual
13		1		N/A	Elevator Recall Testing (per bank)	Annual

Customers may be required to augment this CSP to assure insurance company and AHJ compliance (including but not limited to fire pump testing, sprinkler testing, etc.).

Commissioners Court - Regular Session**35.****Meeting Date:** 01/23/2018

Annual Inspection for County Owned Fire Hydrants for 4 Facilities

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement in the amount of \$3,526 for annual inspection of County-owned Fire Hydrants for 4 facilities pursuant to DIR-TSO-3537 and authorizing the execution of the agreement.

Background

This agreement is for annual inspection of county owned fire hydrants for 4 facilities with pricing as shown in attached proposal. The DIR discounted rate is 18% discount off Covergint's standard rates. The Convergent contract funding source is line 100-509-4500.

Fiscal Impact

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

Attachments[Fire Hydrant Inspection Quote](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Johnny Grimaldo
Final Approval Date: 01/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

01/18/2018 09:07 AM
01/18/2018 09:16 AM
Started On: 01/18/2018 08:37 AM



Making a Daily Difference

Service Quotation

Quote #: RL01083243P

Prepared For:

Williamson County
Williamson County - Multiple Sites
3101 SE Inner Loop Road
Georgetown, Texas 78626
Attention: Todd Imboden

Prepared By:

Shannon Ritchie
10535 Boyer Blvd. Suite 300
Austin, Texas 78758
(512) 845-7333
Shannon.ritchie@convergent.com

Date: December 1, 2017

Quote #: RL01083243P

License Numbers: ACR-1750734

DIR Contract: DIR-TSO-3537

Project: Williamson County - Fire Hydrants

Scope of Work

Convergent Technologies has prepared this proposal for Williamson County in accordance with DIR contract number DIR-TSO-3537. The scope of work includes an annual inspection for the fire hydrants at the following Williamson County locations: Animal Shelter, Central Maintenance, Facilities, Juvenile Justice, and Expo itemized in the material below.

Material

Line	Qty	Description
1		Animal Shelter
2	3.00	Annual Inspection of (1) Fire Hydrant
3		Central Maintenance
4	2.00	Annual Inspection of (1) Fire Hydrant
5		Facilities
6	1.00	Annual Inspection of (1) Fire Hydrant
7		Juvenile Justice
8	10.00	Annual Inspection of (1) Fire Hydrant
9		Expo
10	4.00	Annual Inspection of (1) Fire Hydrant

Labor

Qty	MSRP	DIR Discount (18%)	Unit Price	Extended Price
20	\$215.00	\$38.70	\$176.30	\$3,526.00

Sign acceptance below and email to
Shannon.ritchie@convergent.com

Total Project Price \$3,526.00

Authorized Signature

Date

Subject to Terms and Conditions of the DIR contract referenced herein.

Commissioners Court - Regular Session**36.****Meeting Date:** 01/23/2018

Agreement Approval for Tyler Technologies and Certified Payments

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreements between Tyler Technologies, Certified Payments and Williamson County for Electronic Payment Processing and authorizing the execution of the agreements.

Background

Commissioners Court approved the awards of RFP # 1708-179 Electronic Payment Processing on January 18, 2018 to Tyler Technologies and Certified Payments. An additional item is presented for Commissioners Court to approve agreements, signing and recordation into the minutes.

Fiscal Impact

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

AttachmentsCertified Payments AgreementsTyler Processing AgreementTyler Verifone Device Purchase Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Brenda Fuller
Final Approval Date: 01/18/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

01/18/2018 09:41 AM
01/18/2018 09:54 AM
Started On: 01/18/2018 08:50 AM



SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas

901 S. Austin Ave., Georgetown, TX 78626 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card and pin-less debit card ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Credit Card and pin-less debit card payment services ("Services").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to provide the Services to Agency subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith must be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands.

K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however,

Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. In order to provide the Services under this Agreement, Certified will provide, at Certified's sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point and Edoc Technology.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover and American Express, including the American Express Addendum attached hereto as Exhibit B. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. [intentionally left blank].

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Service and/or Certified.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. AGENCY'S RIGHT TO AUDIT. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Agency shall give Certified reasonable advance notice of intended audits.

5. INDEMNITY. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency'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 Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified 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 caused in whole or in part by a party indemnified hereunder.

6. ADDITIONAL MATTERS

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

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

AGENCY: Williamson
County

c/o Dan A.
Gattis, County
Judge,

710 Main Street,
Suite 101
Georgetown, TX 78626

Service Provider Agreement, continued

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified 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 Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes fully responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with the specifications of Williamson County RFP #1708-179, the exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the specifications of Williams County RFP #1708-179, the exhibits and schedules attached hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. 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 of or in connection with this Agreement shall lie exclusively in Williamson County, 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 of the State of Texas, excluding, however, its choice of law rules.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.

Q. Texas Public Information Act. To the extent, if any, that any provision of this Agreement 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 Agency, 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 Agency as to whether or not the same are available to the public. It is further, understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, 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 Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

Service Provider Agreement, continued

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on November 6, 2017.

AGENCY'S ACCEPTANCE:
COUNTY NAME

By: _____
Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By:  _____
Authorized Representative

Ashley Rangel, Director of Operations

Printed Name and Title

11/3/18

Date

EXHIBIT A
SCHEDULE OF CONVENIENCE FEES
Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

A. 2.15 % or a minimum of \$ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit Card.

B. 2.15 % or a minimum of \$ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

The fees charged are subject to change by Certified as its costs increase. In the event of any fee change with which Agency does not agree, Agency may, in its sole discretion, immediately terminate this agreement.

AGENCY'S ACCEPTANCE:

COUNTY NAME Williamson County, Texas

By: _____

Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____

Authorized Representative

Ashley Rangel, Director of Operations

Printed Name and Title

1/3/18
Date

EXHIBIT B AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective November 6, 2017, amends and supplements the Williamson County, Texas Agreement (as defined below) and the Certified Payments Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Certified Payments" means Accelerated Card Company, LLC d/b/a Certified Payments, a Delaware limited liability company, located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102.

The term "Williamson County, Texas Agreement" shall mean the Agreement for American Express Card Services dated November 6, 2017, and any Amendment and/or Addendum to such Agreement whereby American Express and Williamson County, Texas have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Williamson County, Texas agencies have initiated American Express Card acceptance. The term "Certified Payments Agreement" shall mean the agreement dated October, 2003 whereby American Express and Certified Payments, as the successor in interest to Cardtranz, Inc., have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Williamson County, Texas Agreement and/or the Certified Payments Agreement as such Agreements pertain to the parties of those Agreements.

Certified Payments hereby agrees to accept the Card on behalf of Williamson County, Texas (as permitted by Williamson County, Texas). The parties further agree that the Williamson County, Texas Agreement and the Certified Payments Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Williamson County, Texas County to Certified Payments shall be paid to American Express by Certified Payments. Payments for charges submitted on behalf of Williamson County, Texas shall be paid directly to Williamson County, Texas.

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified Payments and not to Williamson County, Texas. Certified Payments will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Williamson County, Texas also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Williamson County, Texas payment of that Charge and the Convenience Fee will be charged back by American Express. Williamson County, Texas payments will be charged back to Williamson County, Texas; Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Williamson County, Texas.

Certified Payments will provide reports to Williamson County, Texas of any Chargebacks either prior to or on the day the Chargeback is posted to Williamson County, Texas's bank account. American Express will deduct any Chargebacks from amounts owed to Williamson County, Texas for Charges.

Reporting:

Certified Payments will provide reports to Williamson County, Texas that include all transactions, including Chargebacks and adjustments in a format agreeable to Williamson County, Texas.

Refunds:

Refunds will be processed through Williamson County, Texas agency's standard refund processes. The specific refund policy for each Williamson County, Texas agency will be posted on Williamson County, Texas agency's web site. American Express will accept proof of the refund via Williamson County, Texas agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Certified Payments or American Express be responsible hereunder for damages to Williamson County, Texas arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Williamson County, Texas Agreement and the Certified Payments Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: [Signature]

Date: 1/3/18

COUNTY NAME: Williamson County, Texas

By: _____

Date: _____

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: [Signature]

Date: 1/3/18



ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC, DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas,
710 Main Street, Suite 101, Georgetown, Texas ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to contract with Agency to provide such Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.

C. Certified will originate and transmit two single-entry transactions, the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee

payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

L. In order to provide the Services under this Agreement, Certified will provide, at Certified sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point, and Edoc Technology.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.

B. [intentionally left blank].

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. **AGENCY'S RIGHT TO AUDIT.** Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Agency shall give Certified reasonable advance notice of intended audits.

5. **INDEMNITY.** To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency'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 Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified 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 caused in whole or in part by a party indemnified hereunder.

6. ADDITIONAL MATTERS

A. **Confidentiality.** Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. **Relationship of Parties.** The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. **Capacity to Contract.** Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. **Intellectual Property.** In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. **Force Majeure.** Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. [intentionally left blank].

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

AGENCY: Williamson

County c/o Dan
A. Gattis,
County Judge
710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
applications@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified 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 Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with specifications of RFP #1708-179, the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including specifications of RFP #1708-179 and the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. 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 of or in connection with this Agreement shall lie exclusively in Williamson County, 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 of the State of Texas, excluding, however, its choice of law rules.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.

Q. Texas Public Information Act. To the extent, if any, that any provision of this Agreement 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 Agency, 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 Agency as to whether or not the same are available to the public. It is further, understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, 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 Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____.

AGENCY'S ACCEPTANCE:
COUNTY NAME Williamson
County, Texas

By: _____
Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By:


Authorized Representative

Ashely Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT A

SCHEDULE OF FEES

Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

\$.50 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:

COUNTY NAME

Williamson County,
Texas

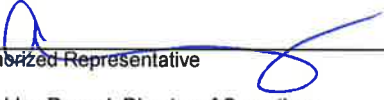
By: _____
Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By:  _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

11/3/18
Date

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Williamson County, Texas BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:

COUNTY NAME
Williamson County,
Texas

By: _____
Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By:  _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date



Merchant Payment Card Processing Agreement

This Payment Card Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, Texas (the "Merchant").

WHEREAS, Merchant desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Processing Agreement.

WHEREAS Tyler has contracted with a national banking association ("Member"), a payment processor ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule A; and

WHEREAS, Tyler shall submit Transactions on behalf of Merchant in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Merchant agree as follows:

A. Tyler shall furnish the services; and Merchant shall pay the fees and comply with the additional obligations described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule A. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

By:

A blue ink signature of Sherry Clark, written over a horizontal line.

Name:

Sherry Clark

Title:

Sr. Corporate Attorney

Date:

December 21, 2017

WILLIAMSON COUNTY, TEXAS

By:

Name:

Title:

Date:

Approved as to form

By:

Name:

Title:

Date:

Payment Card Processing Agreement Terms and Conditions

1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

1.2. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.

1.4. This Processing Agreement is nonexclusive and the parties are not restricted from dealing with other companies or organizations not party to this Processing Agreement with respect to providing or securing services similar to or equivalent to the services which are contemplated under this Processing Agreement, subject to each party's intellectual property rights.

2. MEMBER BANK AGREEMENT REQUIRED

2.1. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.

2.2. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service.

2.3. Merchant acknowledges that Tyler may have agreed to be responsible for Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

3.1. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

3.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

3.3. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.

3.4. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

4.1. Schedule A. Merchant agrees to pay Tyler the fees set forth in Schedule A for services provided by Tyler in accordance with this Agreement.

4.2. Adjustments to Pricing. Merchant acknowledges that the pricing set forth on Schedule A is based on Merchant's representation as to its volume of Transactions, method of processing, type of business, and interchange qualification criteria. To the extent Merchant's actual volumes, method, type and criteria differ from this information, Tyler may modify the pricing on Schedule A with thirty (30) days' prior written notice. In addition, by giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant.

4.3. Payment of Fees.

(a) Online Payments. For payments that are initiated online, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions will be paid.

(b) Over the Counter Payments. For payments that are initiated in your offices, Tyler shall invoice Merchant for services herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

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

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10.2) for the limited purpose of performing under this Processing Agreement. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make

available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7.1 and shall be responsible for breaches by such persons.

7.2. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

8. REPRESENTATIONS AND WARRANTIES

8.1. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

8.2. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

8.3. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.

8.4. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE

PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

10.1. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

10.2. Intellectual Property.

(a) Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

(b) Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

10.3. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

11.1. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

11.2. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

12.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12.2.

12.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section 12.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

(ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;

(iii) the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iv) breach of Section 7; or

(v) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Processing Agreement under Section 12.2(a)(i) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 12.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

12.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4; 4.3; 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's Vice President of Courts and Justice Systems Division assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

14.1. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

14.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

14.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such

other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

14.4. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.5. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

14.6. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

14.7. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

14.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

14.9. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

14.10. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.

14.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

14.12. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

14.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

14.14. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

14.15. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary

and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

15.1. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

15.2. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

15.3. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

15.4. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

15.5. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

15.6. Member or Member Bank means an entity that is a member of the Associations.

15.7. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

15.8. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

15.9. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

15.10. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

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(Schedule A)
Merchant Payment Card Processing Fees

MERCHANT: Williamson County

PROCESSING FEES

Card Not Present Transactions (Online) & Card Present Transactions (Over the Counter)

An initial convenience fee of 2.75% will be assessed to consumers for each electronic payment transaction initiated that flows through the Odyssey system when using a credit or debit card. The initial convenience fee is based upon estimated average transaction amounts as of the Effective Date. The convenience fee will be subject to adjustment prospectively based on the actual average transaction value determined on quarterly review using the following price schedule:

<u>Average Transaction</u>	<u>Per Transaction Convenience Fee</u>
\$0.00 - \$50.00	3.25%
\$50.01 - \$100.00	3.00%
\$100.01 - \$500.00	2.75%
\$500.01 - \$1,000.00	2.50%
\$1,000.00 & Above	2.25%

A minimum convenience fee of \$1.00 per transaction will be charged.

ACCEPTED CARD TYPES

Visa, MasterCard, and Discover will be accepted.

OTHER FEES

A one-time fee of \$60.00 will be charged for any additional terminals requiring an application load and debit key injection.

CHARGEBACKS AND CREDITS

Chargebacks and returns shall be withdrawn from the daily deposit to the Merchant Bank Account.



Purchase Agreement

Williamson County, TX

December 15, 2017

Description	Qty	Unit Price	Ext. Price
Verifone MX 915 - with stand, purple cable, Tyler software key injection (Includes 3 Year Buyer Protection & Priority Exchange Warranty)	24	837.00	20,088.00
Total (**shipping charges not included):			\$20,088.00
** Shipping charges are determined at the time the terminals are shipped from Veifone directly to the customer			
<div><div><p>Tyler Technologies Prepared by: Stephen Stehling 5101 Tennyson Parkway Plano, TX 75024 (800) 966-6999</p><p>Prices valid for up to 30 days from date of issue Minimum Purchase \$250.00</p><p>To Authorize This Purchase Agreement</p><ol style="list-style-type: none">1) Review Items for Accuracy2) Complete 'Bill To' and 'Ship To' Information3) Note any Special Instructions (i.e. expedite shipping, invoice ASAP, etc.)4) Include Your Purchase Order (if applicable)5) Email to stephen.stehling@tylertech.com</div><div><div><p>Ship to (County/Court):</p><p>Attn: Otis Coufal</p><p>Address: Williamson County Technology Services 301 S.E. Inner Loop, Suite 105 Georgetown, Texas 78626</p><p>Phone #: (512) 943-1464</p><p>Email Address: ocoufal@wilco.org</p></div><div><p>Bill to:</p></div></div></div>			
		Authorized Signature	Date

Commissioners Court - Regular Session**37.****Meeting Date:** 01/23/2018

District Attorney Apportionment Supplement BA 01-23-2018

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Angela Schmidt

Final Approval Date: 01/18/2018

Reviewed By

Rebecca Clemons

Ashlie Koenig

Date

01/17/2018 10:36 AM

01/18/2018 10:15 AM

Started On: 01/12/2018 04:49 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 01/23/2018

District Attorney Apportionment Supplement BA 01-23-2018

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,168.40
	0100.0440.002010	FICA	\$471.72
	0100.0440.002020	Retirement	\$859.88

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Angela Schmidt

Final Approval Date: 01/18/2018

Reviewed By

Rebecca Clemons

Ashlie Koenig

Date

01/17/2018 10:36 AM

01/18/2018 11:47 AM

Started On: 01/12/2018 04:54 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 01/23/2018

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 10:36 AM

Commissioners Court - Regular Session

40.

Meeting Date: 01/23/2018

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 for N. Mays Extension.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 200
- 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 acquisition of Real Estate for Tower Site.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 113.
- 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
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/18/2018

Reviewed By

Wendy Coco

Date

01/18/2018 11:11 AM

Started On: 01/18/2018 10:35 AM