NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 1ST, 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 – 16)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Juvenile/Residential Svcs	$43,528.70
To	0100-0576-004510	Juvenile/Facility Repairs	$43,528.70

6. Discuss, consider and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-004500	Maintenance Contracts	10,000.00
To	0100-0540-003307	Pharmaceuticals	10,000.00

7. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$42,000.00
To	0200-0210-003556	Aggregate/Rock Materials	$40,000.00
To	0200-0210-003302	Used Tire Disposal	$2,000.00

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

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2002 International 4700 4X2 Dump truck, (1) 2004 Ford Taurus, (2) 2001 International 4700 4X2 water trucks, (1) 2009 Chevrolet 1500 Extended Cab pickup, (1) 2009 Eager Beaver trailer, (1) 1999 International 4700 4X2 Dump truck, (1) 2011 Chevy 3500 pickup, (1) 2008 F250 Regular cab pickup, (1) Dell Optiplex 790, (1) Dell Optiplex 780, (2) Dell Latitude E5400, and (1) Precision T1600, pursuant to Tx. Local Gov't Code 263.152.

10. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

12. Consider accepting a $100.00 donation for a Memorial Tree planting in Memory of Joe Hatcher.

13. Discuss, consider and take appropriate action on accepting and approving a report on the Jail Kitchen and Plumbing Remodel Project; Change Order # 7 in the amount of $48,129.86 for additional equipment fencing, glazed block repair at kitchen walls, hot water line insulation repair and additional fire caulking scopes of work associated with unforeseen conditions and Owner requested repairs and changes at the kitchen and plumbing chases, which was executed by Dale Butler, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

14. Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 2 in the amount of $13,688.00 to approve funding for additional glazed tile, Breezeway framing height adjustments, underground utility conflicts and subcontractor scope adjustments, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner’s Contingencies.

15. Discuss, consider, and take appropriate action on approval of the final plat for the Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1 subdivision - Pct 2.

16. Discuss, consider, and take appropriate action on approval of the final plat for the Business Park at Brushy Section 3 subdivision - Pct 4.

REGULAR AGENDA

17. Discuss, consider, and take appropriate action on a proclamation honoring El Amistad Club of Round Rock on their 50 years of great work inspiring future leaders to pursue their education and life goals.

18. Discuss and consider approving the month of May as National Preservation Month.

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

20. Discuss, consider, and take any appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the DB Wood at SH 29 project, a Road Bond project in Commissioner Precinct 3.

21. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra West, Section 12B - Pct 3

22. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Santa Rita C7 Investments, LLC for Bellagio at Santa Rita Ranch, Precinct-3

23. Discuss, consider and take appropriate action on a Public Utility and Access Easement Agreement between Williamson County, as Grantor, and Jonah Water SUD, as Grantee, for water services to the Williamson County Sheriff's Office Training Center.

24. Discuss, consider and take appropriate action on a Real Estate Contract with Brian and Trina Dee for right of way needed on the N. Mays Project (Parcel 4). Funding Source: Road Bonds P224

25. Discuss, consider and take appropriate action on an Electric Line Easement and Right-Of-Way between Williamson County, as Grantor, and LCRA Transmission Services Corporation, as Grantee, relating to the LCRA TSC Leander-Round Rock 138-kV Transmission Line Project that is to be constructed within the public right-of-way (ROW) of New Hope Road, Ronald Reagan Boulevard, and Hero Way.

26. Discuss, consider and take appropriate action on authorization and execution of an Interlocal Agreement Between Williamson County, Texas and Travis County, Texas to Coordinate and Execute Law Enforcement Operations Targeting Fraudulent or Improper Motor Vehicle Inspections, pertaining to the County's Local Initiative Program.

27. Discuss, consider and take appropriate action on approval and signature authorization of an Interlocal Agreement Between Williamson County and City of Georgetown pertaining to operations of the Williamson County Conservation Foundation.

28. Discuss, consider and take appropriate action on approving the Add-On Quote for the Problem-Oriented Policing module to the law enforcement records management system between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

29. Discuss, consider and take appropriate action on approving the Add-On Quote for the Crime Lab module to the law enforcement records management system between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

30. Discuss, consider and take appropriate action regarding a Resolution approving New Hope Cultural Education Facilities Finance Corporation Notes, Series 2018 for the benefit of S.P.J.S.T. Rest Home in compliance with Section 147(f) of the Internal Revenue Code.

31. Discuss, consider and take appropriate action on application to the Texas Indigent Defense Commission for FY-19 Competitive Discretionary Grant Program and approving a resolution supporting the grant application.

32. Discuss, consider, and take appropriate action on authorizing a purchase agreement between Bearcom Wireless Worldwide and Williamson County for the installation and configuration of a Wide Area Interoperability Systems (WAIS) Enterprise Solution, in the amount of $56,386.39, pursuant to DIR-TSO-3934, and authorizing the execution of the agreement.

33. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for sale of approximately 1.761 acres of surplus right of way abutting US 183A under IFB # 1804-225.

34. Discuss, consider and take appropriate action on authorizing the extension of Clinical Supplies for WCRAS contract 1702-141, for the same pricing, terms and conditions as the existing contract that was awarded to Animal Health International and NAO Global, as primary and secondary vendors as noted on the award recommendation letter, covering the term March 21, 2018 - March 20, 2019.

35. Discuss, consider and take appropriate action on authorizing the extension of the contract 1705-163 with Industrial Asphalt and Aggregate, for the same pricing, terms and conditions as the existing contract for Aggregates for Surface Treatments, as awarded in original bid, for the term of June 06, 2018 - June 05, 2019.

36. Discuss, consider and take appropriate action on authorizing the extension of Public Involvement contract 1602-055, for the same pricing, terms and conditions as the existing contract for the term of May 27, 2018 - May 26, 2019, with Buie & Co.

37. Discuss, consider, and take appropriate action on approving the agreement between Presidio Network Solutions Group and Williamson County for hardware and equipment in the amount of $8,259.20, pursuant to DIR contract # DIR-TSO-2542, and authorizing the execution of the agreement.

38. Discuss, consider and take appropriate action on approving a contract for Engineering Services between Williamson County and Alliance Engineering Group, Inc. to provide Construction Materials Testing in relation to the Williamson County Expo RV Park Project in the not-to-exceed amount of $24,364.00 and authorizing execution of the agreement.

39. Discuss, consider, and take appropriate action on approving the agreement between Presidio Network Solutions Group and Williamson County for XMedius Software per TIPS Contact # 1071615, in the amount of $21,408.36, and authorizing the execution of the agreement.

40. Discuss, consider, and take appropriate action on approving the service contract between Randal's Tower Tech and Williamson County for the decommission and removal of two (2) towers, lines, and antennas, in the not to exceed the amount of $4,200.00, and authorizing the execution of the agreement.

41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount

	0100.0000.367403	Park Donations	945.00

42. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	945.00

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)."

43. 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 North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capston
f) Project Dalton House
g) Project Butterfly

44. 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
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: CR 101
e) Discuss the acquisition of real property: CR 200
f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
g) Discuss the acquisition of real property for SH 29 LTP.
h) Discuss the acquisition of real property for County Facilities.
i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
l) Discuss the acquisition of real property for Seward Junction SE Loop.
m) Discuss the acquisition of real property for SH 29 @ DB Wood.
n) Discuss the acquisition of real property for Hairy Man Rd.
o) Discuss the acquisition of real property for SW Bypass.
p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
q) Discuss Cedar Hollow low water crossings and Lost River.
r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)

B. Property or Real Estate owned by Williamson County
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 wastewater easements in Berry Springs Park
c) Discuss sale of County property on Ronald Reagan Blvd.
d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
e) Potential governmental uses for 8th Street downtown parking lot
f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets (areas formerly occupied by WCCHD)
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
E. Discuss the San Gabriel River trail easements.

45. 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) Employee/personnel related matters
d) 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.
e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
g) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
j) Berry Springs Park and Preserve pipeline
k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
l) 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.
m) Williamson County Sheriff's Office Training Center construction issues.
n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
o) 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
p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
q) 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.
r) 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.
s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
v) Discuss law in relation to Williamson County compensation policies.
w) Amending the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas relating to land acquisition options and exchanges for properties owned by both Williamson County and

the City of Hutto for the Hutto Coop Project.
x) Laws relating to vacancy and appointment of Judge for County Court at Law No. 1

46. 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).

47. 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)

48. Discuss and take appropriate action concerning economic development.

49. Discuss and take appropriate action concerning real estate.

50. 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;
cd) Employee/personnel related matters
d) 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.
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f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
g) 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
h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
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l) 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.
m) Williamson County Sheriff's Office Training Center construction issues.
n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
o) 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
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v) Discuss law in relation to Williamson County compensation policies.
w) Amending the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas relating to land acquisition options and exchanges for properties owned by both Williamson County and the City of Hutto for the Hutto Coop Project.
x) Laws relating to vacancy and appointment of Judge for County Court at Law No. 1

51. 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.

52. 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: 05/01/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

The Juvenile department recently had three youth escape from the facility. As this situation was investigated, multiple issues were uncovered to include locks not working properly throughout the building. Additionally, Sheriff Chody sent a group of officers over to walk the facility to conduct a vulnerability/threat assessment where areas of concern were identified. These modifications will correct issues noted/identified.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Juvenile/Residential Svcs	$43,528.70
To	0100-0576-004510	Juvenile/Facility Repairs	$43,528.70

Attachments

Stanley Quote

Glass Quote

Links Quote

BIG Security Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/23/2018 10:34 AM
Budget Office (Originator)	Ashlie Koenig	04/23/2018 11:12 AM
Form Started By: Ashlie Koenig		Started On: 04/20/2018 10:41 AM
Final Approval Date: 04/23/2018		

Williamson County Juvenile Justice Center
Security Related [Quote] - Prox Card Readers
STANLEY Convergent Security Solutions, Inc.
March 29, 2018

1. **[Room # 204] - - Security Electronics**
   - Required equipment for the connection of the new Prox Readers

2. **[Door # 1] - - Mariah E. – Receptionist Office Door: # 429**
   - Install Prox Card Reader (2)

3. **[Door # 2] - - Anja M. –Receptionist Office Door: # 404**
   - Install Prox Card Reader (2)

4. **[Door # 3] - - C.O.R.E. Work Room (Teachers): # 610**
   - Install Prox Card Reader (1)

5. **[Door # 4] - - C.O.R.E. Double Glass Doors (Interior Perimeter) - Bus Exit: # 615**
   - Install Prox Card Reader on the inner set of doors (Vestibule Entry) (1)

6. **[Door # 5] - - Juvenile Court: # 471**
   - Move Prox Reader from that's placed next to Judge Mathew's Office Door and place next to Wanda Davidson's Office # 459 (from the courtroom entry to Ms. Davidson's office.)

*** Courtroom # 471**

- 2-Button Wireless Transmitter – located at or near Judge's desk – to lock/unlock the main entry to court room
- 1-Channel Receiver – locate at double entry door to court room
- Power Supply and Battery – locate at double entry door to court room

7. **Intercom System – 1st Receptionist Door - - (Mariah E. Double Glass Door Entrance: No # listed)**
   a. Install (2-way) Standalone Intercom system [***a local one on one audio station***] from Mariah's desk to communicate with visitors prior to allow entry into Administrative Hallway.
   b. Install Push Button for Entry-Controlled Access by Mariah-Reception Desk.

8. **Intercom System – 2nd Receptionist Door - - (C.O.R.E.'s Double Glass Door) [(Front Entrance]: No # listed**
   a. Install (2-way) Standalone Intercom system [***a local one on one audio station***] from Marianna's Reception desk to communicate with visitors prior to allow entry into Administrative Hallway.
   b. Install Push Button for Entry-Controlled Access by Marianna's-Reception Desk.

Total Cost Estimate: $ 18, 136.56

Customer Installation Agreement

Name: WILLIAMSON COUNTY ("Customer")
Address: 1821 INTERLOOP RD, GEORGETOWN, TX 78626

Contact: Nathan Pearl

Date: 4/13/2018

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Wilco - JJC, add cardreaders, and 2 standalone intercom system, April 2018 - Q-16254
Transaction Type: Add/Upgrade
System Information: Access

Expected approximate date of commencement of project: May 10, 2018
Expected approximate date of completion of project: May 15, 2018

Customer to Provide

120 vac Power Outlets, Any Add'l Devices Req'd by Local AHJ, Network Connectivity, Payments for Permits & Fees, Payments for Plan Submittals, Roof penetrations, Static IP address for equipment,

Equipment

Quantity	Part Number	Description
3.00	LNL-1320	DUAL READER INTERFACE MODULE (SERIES 2 -SUPPORTS OSDP READERS) - 12/24 VDC; 2 READER INTERFACE; W/M; 8 INPUTS; 6 (5A) FORM C RELAYS ; ROHS; CE; C-TICK AND UL294 CERTIFIED
1.00	LNL-CTX	LENEL UL LISTED HARDWARE ENCLOSURE (15.5 X 12.5 X 4.5) ONLY WITH LOCK AND TAMPER SWITCH. (UL APPROVED) (CAN HOUSE 2 BOARDS)
6.00	920PTNNEK00000	RDR, RP40, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT
1.00	AX-600ULPD8	8 OUTPUT POWER SUPPLY/CHARGER - 12VDC OR 24VDC @ 6 AMP, FUSED NON-POWER LIMITED OUTPUTS, AC & BATTERY MONITORING, ENCL. 13.5IN H X 13IN W X 3.25IN D, 115VAC INPUT, UL LISTED (UL294/UL1481), CUL LISTED.
1.00	IM-1270	BATTERY - 12V, 7AH
6.00	MSS-19CT	3/4 INCH RECESSED DOOR CONTACT
2.00	KAN-TREXLT	T.REX EXIT REQUEST
2.00	10MAGLOCK1ULST	1200 LB SINGLE LOCK, UL, LED BOND STATUS, TIMER, 12/24 VDC, WITH STANLEY LOGO
4.00	5000C 630	5000C ELECTRIC STRIKE KIT; 12VAC/DC 24VAC/DC SELECTABLE; FAIL SECURE/SAFE SELECTABLE; INCLUDES

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 963: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-16254

		501, 501A FACEPLATES; SATIN STAINLESS STEEL
1.00	WG-31955099	ACCESS CONTROL CBLE 500FT REEL UNJKT PLENUM
1.00	AX-SMP3ET	SMP3 W/BC100 & TP1640
1.00	IM-1240	12V 4.5AMP SEALED LEAD ACID BT
1.00	LN-DXT21	2-BTTN/1-CHNL HANDHELD XMTTR
1.00	LN-DXR701	1-CHANNEL RECEIVER
2.00	9K37W15DS3626	HEAVY DUTY CYLINDRICAL LOCK-INSTITUTIONAL FUNCTION (LARGE ROSE) SATIN CHROMIUM PLATED
2.00	AJ-LEM1DLS	1-CALL ACCESS SENTRY SYSTEM
2.00	AJ-RY18L	18VOLT HIGH CURRENT RELAY
1.00	AJ-82220250C	CABLE, 2C, 22G, OVERALL SHIELD, 500FT
1.00	2S31952R1	18(4)+22(2+4+6)1S CMP PROFN 1000FT (COMP TO HW 31951099)

Existing Equipment

Quantity	Description

Equipment Notes

Stanley Security Solutions will furnish and install the following additions to the access control system in the Juvenile Justice Center at 1821 SE Inner Loop, Georgetown TX 78626. See attached drawing for equipment locations.

Headend Control - Room #204

3 Dual reader interface module
1 2-board enclosure
1 6amp lock power supply with backup battery

Door #1

2 Multiclass Cardreaders (IN/OUT)
1 Mechanical lockset - "institutional" cylindrical lockset
1 Electric door strike
1 Door contact switch

Door #2

2 Multiclass Cardreaders (IN/OUT)
1 Mechanical lockset - "institutional" cylindrical lockset
1 Electric door strike
1 Door contact switch

Door #3

1 Multiclass Cardreader
1 Electric door strike -cyl.
1 Door contact switch
1 REX motion sensor

Door #4

1 Multiclass Cardreader
2 Sgl. maglocks
* Door #4 has existing electrified panic bars (2), power transfer device (1), door contacts (2), and (1) REX motion sensor.

Door #5

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.REV (2016.10.03) Q-16254

* Stanley will relocate the cardreader and REX motion sensor from room #460A to Room # 459.
1 Electric door strike
1 Door contact switch

Courtroom #471
1 2-button wireless transmitter - located at or near the Judge's desk - to lock/unlock the main entry to court room
1 1-channel receiver - locate at double entry door to court room
1 Power supply and battery - locate at double entry door to court room

Intercom System - 1st Receptionist door
1 Audio door station - Entry door at 1st Recpetionist
1 Master station - Entry door at 1st Receptionist
1 Door release relay
1lot Cable

Intercom System - 2nd Receptionist door
1 Audio door station - Entry door at 1st Recpetionist
1 Master station - Entry door at 1st Receptionist
1 Door release relay
1lot Cable

Note: The local Authority Having Jurisdiction (AHJ) will have to provide written approval of the proposed operation of the above doors prior to the installation of this equipment.

Theory of Operation

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Investment Type: Direct Sale

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade
Warranty Duration: 12 MONTHS
Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*:	$18,136.56
Up-front Deposit*:	$0.00
Progress Payments*:	
Balance Due Upon Completion*:	$18,136.56

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.	Customer: WILLIAMSON COUNTY
Security Representative (Sign)	**Customer (Sign)**
Security Representative (Print)	**Customer (Print)**
	Title
STANLEY Authorized Manager (Sign)	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 12 MONTHS from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILLITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4 The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

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5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of $1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 for each occurrence for bodily injury, including death, to any one person and $500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of $1,000,000 for each occurrence and $2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of $1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

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Williamson County Juvenile Justice Center
Security Related [Quote] – Tempered Glass
RSLMB INC. / DBA – The Glass & Door Co.
April 3, 2018

1. **Receptionist Desk # 1 - - Office: # 429 (Mariah E.)**
    - Install 3/8" clear tempered glass to include a (1) pass thru window and (1) speaker hole encompassing the front desk area.

2. **Receptionist Desk # 2 - - Office: # 404 (Anja M.)**
    - Install 3/8" clear tempered glass to include a (1) pass thru window and (1) speaker hole encompassing the front desk area.

3. **Receptionist Desk # 3 - - Office: # 655 (Marianna G.) – C.O.R.E.**
    - Install 3/8" clear tempered glass to include a (1) pass thru window and (2) speaker holes encompassing the front desk area.
    - Install a custom commercial door with 1/4" laminated safety glass

Total Cost Estimate: $ 16, 998.34

RSLMB INC. / DBA - THE GLASS & DOOR CO.
6601 S. LAKEWOODS DR.
SUITE -B
GEORGETOWN, TX 78633
512-868-5454 / FAX 512-868-5010

Estimate

Date 4/3/2018
Estimate # 05-2916

Name / Address

WILLIAMSON COUNTY, TEXAS
MAINTENANCE DEPT.
GEORGETOWN, TX.
OFF. 512-943-1599 / DEWAYNE
254-654-1495
FAX 512-930-3313/ gwrehsnig@wilco.org

P.O. #
Terms Net 15

Due Date 4/18/2018
Other

Description	Qty	Rate	Total
THE GLASS & DOOR CO. PROPOSES TO INSTALL ALL COMMERCIAL FRAMES AND TEMPERED SAFETY GLASS IN ACCORDANCE WITH ALL CITY & STATE CODES AS DESCRIBED BELOW 3-CUSTOM COMMERCIAL PASS THRU WDWS. APPROX. SIZE: 1- 168"/48" X 43" 3/8" CLR. TEMPERED W/ 1-SPEAK HOLE 1- 196"/47" X 43" 3/8" CLR. TEMPERED W/ 1-SPEAK HOLE 1- 278"/128" X 47" W/ CUSTOM COMMERCIAL DOOR W /1/4" LAMINATED SAFETY GLASS, AND 1-PASS THRU & 2-SPEAK HOLES 1 3/4" X 4 1/2" BRZ. FRAME 3/8" CLR. TEMPERED SAFETY GLASS JOB ADDRESS: JUVENILE CENTER GEORGETOWN, TX. REVISED: 4/9/18	1	16,998.34	16,998.34T

PLEASURE WORKING WITH YOU

Subtotal	$16,998.34
Sales Tax (0.0%)	$0.00
Total	$16,998.34

RSLMB INC. / DBA - THE GLASS & DOOR CO.
baker132065@hotmail.com
(512)868-5454
(512)868-5010

Williamson County Juvenile Justice Center
Security Related [Quote] - Cabling
LINKS COMMUNICATIONS, INC.
March 14, 2018

This Quote is for the install of 32 drops in the Main Secure Area to include in the Detention Intake Area. This will assist in eliminating the "drag" that we currently have with our Cameras and will also eliminate the need for the extra switchers and hubs that are currently being use due to the network lines being at their max distance from the servers.

- This Cabling for the Williamson County Juvenile Detention Center will help ensure that our cameras and computer remain 'on-line' and speed up the delay on the systems.

- Also, these outlets would replace the current ones in each of the areas, but as indicated this would speed up the camera and computer system thus eliminating the dropping of service to the cameras.

Total Cost Estimate: $ 4, 226.00

LINKS
COMMUNICATIONS, INC.

40225 Industrial Park Circle, Suite 104
Georgetown, Texas 78626

Phone: 512-930-5580
rlomax@linkscommunications.com

3-14-18

Williamson county ITS
Inner loop
Georgetown TX

Cabling Williamson County Juvenile Detention Center Georgetown

Install 32 cat5e cables from communications room IDF3 to 11 various locations in control room
Cables will be installed in ceiling and in surface raceway around counter in control room
Terminate cables on a new 48 port patch panel
Install faceplates and terminate cables
Label and test cables

Installed price $4226.00

Williamson County Juvenile Justice Center
Security Related [Quote] – Cameras
BIG Security
March 29, 2018

***These additional Cameras are requested to enhance the Safety and Security of the Williamson County Juvenile Justice Center. The following are the advantages that these additions will bring to our Juvenile Justice Center.**

1. These new systems do not require a computer or window to run,
2. They are stand-alone HD DVR with ready to connect to the internet without having the need to be placed on the network,
3. The cameras can be viewed from any location just by login into the internet.

Camera Locations:

Main Entrance Area:
1. One (1) Camera covering the Entrance and Exit Doors
2. One (1) Camera facing South towards Parking Lot viewing the approach of pedestrians.

Administration Lobby Area:
1. Three (3) Cameras to cover the Lobby Areas (**Court and JPO**)

Administrations Entrance and Exit (Eastside of Building):
1. One (1) Camera Covering the Entrance to the building and
2. One (1) Camera facing East towards Parking Lot viewing the approach of pedestrians.

CORE Main Entrance:
1. One (1) Camera to cover the entrance to replace the "Old System"

CORE Pods:
1. Three (3) Cameras to place 1 additional camera in each of the Pods i.e. Units

Detention Out Door Recreation Area:
1. One (1) Camera facing the Entrance to South Entrance
2. One (1) Camera facing the Entrance to North Entrance
3. One (1) Camera facing the Entrance to Far North Entrance
4. Two (2) Additional cameras to cover the area facing to the Outdoor Rec-Yard.

Loading Dock:
1. One (1) Camera facing the Entrance to the Kitchen
2. One (1) Camera Facing North towards Driveway to Loading Dock
3. One (1) Camera inside of the Kitchen Area facing the Door leading out

Detention:
1. Three (3) Cameras to place 1 camera in each of the Vestibules leading to Outdoor Rec-Yard

Detention:
1. One (1) Camera facing Far-North Door leading out to Outdoor Rec-Yard
2. One (1) Camera facing North Door leading out to Outdoor Rec-Yard
3. One (1) Camera facing South Door leading out to Outdoor Rec-Yard

These would require three (3) Stand-alone systems that would be placed in a centralized location to where the cameras are being placed. (***Secure Control; CORE Reception Lobby; Detention Education Area***)

We would require two (2) new systems to take care of the other areas. Also, we have requested a quote for the two new systems and is attached with this email.

***This information was provided by Detention Supervisor Roberto Lopez**

BIG SECURITY

Colorado Springs, CO 80909

Estimate

Date	Estimate #
3/29/2018	28381

To order call (800) 947-7328 or visit us at www.bigsecurity.com

Name / Address
Williamson County Juvenile Services 1821 SE Inner Loop, Ste 1 Georgetown, TX 78626 5129433220 robertolopez@wilco.org

Rep	Project
VS	

Item	Description	Qty	Cost	Total
DVR16-DVR271...	DVR2716TEC-TVI - 4 IN1 16CH DVR, Analog, AHD, CVI, TVI, 4x IP, 1080P Resolution H.264 Compression, Multi-Mode Recording 16CH Simultaneous Playback Pentaplex (Preview, Record, Playback,Backup and Remote Access)Remote Control via IE or CMS Supports PTZ control DC12V Power SupplyPlayback Pentaplex (Preview, Record, Playback,Backup and Remote Access)Remote Control via IE or CMS Supports PTZ control DC12V Power Supply D5	2	298.50	597.00T
HDD-4000-SATA	4TB SATA II Hard Drive G2	2	189.00	378.00T
BUL-4IN1-CAT8...	CA-T8140G GREY Bullet 4IN1 Analog-960 H/HD (CVI+TVI+AHD) 1080/2.4MP 2.8MM Lens IP66 24IR-LED @65ft Night Vision	32	43.75	1,400.00T
POWER-VIDEO-...	HDC-165 165' HD Cable RG59-18/2	32	26.2325	839.44T
POWER-VIDEO-...	HDC-100 - 100' HD Cable RG59+18/2 Pre-Made Cable	32	16.9575	542.64T
BNCF-BNCF	SB-128 - BNC Double Female Adapter B2	32	0.98	31.36T
PS-PANEL-12V-...	DV-AT1212A-D18P- 12VDC Power Panel 18 Port 12amp - PTC C3	2	58.50	117.00T
DC-CABLE-M-3	PT-3/ LTA 2010 Male DC to Soldered Ends 24 In Cable A4	32	1.48	47.36T
Ground Shipping	***ESTIMATED*** Ground Shipping Out-of-state sale, exempt from sales tax		215.00 0.00%	215.00 0.00

Total $4,167.80

Commissioners Court - Regular Session **6.**

Meeting Date: 05/01/2018

WCEMS LIT for Pharmaceuticals

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer request to provide additional funds for projected pharmaceutical supply needs in EMS system. National backorders on certain medications has caused a change in certain medications which has resulted in increased cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-004500	Maintenance Contracts	10,000.00
To	0100-0540-003307	Pharmaceuticals	10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/25/2018 10:58 AM
Budget Office	Ashlie Koenig	04/25/2018 01:49 PM
Form Started By: Michael Knipstein		Started On: 04/24/2018 03:41 PM
Final Approval Date: 04/25/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 05/01/2018

Discuss consider and take appropriate action on a line item transfer for Road and Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Road and Bridge Division.

Background

This transfer is necessary to continue roadway preservation and maintenance. This line item is used to resurface asphalt roadways, as well as gravel roads.

This transfer is necessary to continue to properly dispose of the R&B fleets worn tires, as well as refuse removal from the County ROW.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$42,000.00
To	0200-0210-003556	Aggregate/Rock Materials	$40,000.00
To	0200-0210-003302	Used Tire Disposal	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Budget Office	Ashlie Koenig	04/26/2018 12:43 PM
Form Started By: Daribel Texidor		Started On: 04/26/2018 10:45 AM
Final Approval Date: 04/26/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/01/2018

Compensation Items

Submitted For: Tara Raymore **Submitted By:** Kristy Grant, 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

Attachments

Merit LIT 05.01.18

Merit Details 05.01.18

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	04/26/2018 11:46 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 12:05 PM
Form Started By: Kristy Grant		Started On: 04/26/2018 09:58 AM
Final Approval Date: 04/26/2018		

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0495	001100	526.76	
01	0100	0495	001130		526.76
01	0100	0576	001100	3,042.23	
01	0100	0576	001130		3,042.23

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
County Auditor	Internal Aud I.0642.001100	11950	$52,688.48	$526.76	1.00	$53,215.24	MERIT	4/20/2018
Juvenile Services Grant	Facility Adminr GRANT.1021.001100	3402	$72,427.16	$724.36	1.00	$73,151.52	MERIT	4/20/2018
Juvenile Services	Juv Prob Ofcr 2.1153.001100	5475	$46,987.49	$939.74	2.00	$47,927.24	MERIT	4/20/2018
Juvenile Services	Juv Acad Det Ofcr.1072.001100	14196	$34,453.16	$1,378.13	4.00	$35,831.29	MERIT	4/20/2018

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Reason for Change	Earliest Oracle Effective Date
911 Communications	0153	vacant	$0.00	n/a	$41,989.33	$41,989.33	n/a	n/a	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr III (B.23)	5/4/2018
911 Communications	0127	13772	$38,778.67	$40,766.18	$40,766.33	$40,766.33	n/a	n/a	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23) ; Career Ladder Progression	4/20/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 05/01/2018

Asset Auction 5/1/2018

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2002 International 4700 4X2 Dump truck, (1) 2004 Ford Taurus, (2) 2001 International 4700 4X2 water trucks, (1) 2009 Chevrolet 1500 Extended Cab pickup, (1) 2009 Eager Beaver trailer, (1) 1999 International 4700 4X2 Dump truck, (1) 2011 Chevy 3500 pickup, (1) 2008 F250 Regular cab pickup, (1) Dell Optiplex 790, (1) Dell Optiplex 780, (2) Dell Latitude E5400, and (1) Precision T1600, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 09:39 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:04 AM
Form Started By: Jayme Jasso		Started On: 04/26/2018 08:34 AM
Final Approval Date: 04/26/2018		

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABR72H545086
Equipment/Door Number	UDT0210
License Plate	1104138
Year	2002
Make	INTERNATIONAL
Model	4700 4x2 DUMP TRUCK
Comments	Bad transmission. Replacement truck on order.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/22/2018 1:19 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Needs transmission
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/22/2018 3:01 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/2/2018 8:57 AM
To be completed by Auditor's Office Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 4:36 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/26/2018 8:17 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1FAFP52U34A203084
Equipment/Door Number	UA0464
License Plate	1131003
Year	2004
Make	FORD
Model	TAURUS
Comments	reached life expectancy
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/22/2018 1:18 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	100,131
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/22/2018 3:04 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/2/2018 9:10 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 4:35 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/26/2018 8:11 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABR71H404081
Equipment/Door Number	UWT0102
License Plate	1129159
Year	2001
Make	INTERNATIONAL
Model	4700 4x2 WATER TRUCK
Comments	reached life expectancy
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/22/2018 1:16 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/22/2018 3:08 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/2/2018 9:12 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 4:33 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 4:49 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	210 - Unified Road Systems
County VIN/Serial Number	1GCEC19C39Z171611
Equipment/Door Number	UB0958
License Plate	1195759
Year	2009
Make	CHEVROLET
Model	1500 EXTENDED CAB
Comments	123,414 MILES
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/13/2018 6:55 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	123,414
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/19/2018 9:29 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/2/2018 10:03 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 4:29 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 4:46 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABR91H404079
Equipment/Door Number	UWT0101
License Plate	1104131
Year	2001
Make	INTERNATIONAL
Model	4700 4x2 WATER TRUCK
Comments	life expectancy reached
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 4/16/2018 11:03 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/17/2018 4:03 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/18/2018 11:26 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 12:52 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 4:12 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	112H8V3269L074382
Equipment/Door Number	UF0907
License Plate	9064176
Year	2009
Make	EAGER BEAVER
Model	20XPT BEAVERTAIL EQUIPMENT TRAILER
Comments	SURPLUS TRAILER, NOT BEING UTILIZED
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 4/9/2018 1:35 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/10/2018 3:29 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/17/2018 4:00 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 12:49 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 3:55 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABN1XH649027
Equipment/Door Number	UDT9913
License Plate	1087667
Year	1999
Make	INTERNATIONAL
Model	4700 4X2 DUMP TRUCK
Comments	196,164 MILES
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 4/24/2018 10:43 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/24/2018 10:52 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/24/2018 11:31 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 11:29 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 3:34 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	210 - Unified Road Systems
County VIN/Serial Number	1GB3CZCG5BF168111
Equipment/Door Number	UB1123
License Plate	1110207
Year	2011
Make	CHEVROLET
Model	3500
Comments	135,755 miles. Wrecked on the left rear of service body
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/13/2018 6:57 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	135,755
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/6/2018 1:43 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/23/2018 10:00 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 11:35 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 3:42 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	210 - Unified Road Systems
County VIN/Serial Number	1FTNF205X8EA55033
Equipment/Door Number	UB0860
License Plate	1183354
Year	2008
Make	FORD
Model	F250 REGULAR CAB
Comments	123,640
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/12/2018 1:52 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	123,640
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/13/2018 9:25 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/20/2018 9:59 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 4/25/2018 3:00 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 4/25/2018 4:16 PM

Human Resources

Created by Williamson County Technology Services

FrmAudASCF.01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OptiPlex 790 (Aug 31, 2012)	00186-170-349-366 (ST)B04RTV1 64048	CO3307	Working
~~1~~	~~DELL Monitor~~ (June 2012)	S/W: CN OVHPX3 74445-26R80SL —	none	Working
~~2~~	~~DELL computer carry bags~~	None —	none	

Parties involved:

FROM (Transferor Department): Commissioner Pct 2 Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Cynthia Long
Print Name

Cynthia Long
Signature

December 7, 2017
Date

Contact Person:

Tammy Smith
Print Name

512.260.42
Phone Number

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

RECEIVED
APR 24 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Optiplex 780 55996	D8TGDP1		Working
2	Latitude E5400	49720 49718 9ZYTNJ1, 6ZYTNJ1		Working
1	Precision T1600 56963	D9B7GQ1		Working
[redacted]	Avaya Phone —	SN 041641542094		Working
	[redacted] Monitors - See attached			Working

Parties involved:

FROM (Transferor Department): ELECTIONS

Transferor - Elected Official/Department Head/ Authorized Staff:

Christopher Davis
Print Name

Signature Date

Contact Person:

Julie Seippel
Print Name

+1 (512) 943-1631
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **10.**

Meeting Date: 05/01/2018

Waive penalty and interest to customers as requested by the Tax Assessor Collector

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of the taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax if an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency."

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2017 Waiver Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/19/2018 12:41 PM
Tax Assessor (Originator)	Judy Kocian	04/23/2018 09:18 AM
Tax Assessor (Originator)	Judy Kocian	04/26/2018 12:01 PM
Form Started By: Judy Kocian		Started On: 04/19/2018 12:38 PM
Final Approval Date: 04/26/2018		

Williamson County Tax Office
Tax Assessor/Collector
Larry Gaddes PCAC, CTA

WILLIAMSON COUNTY
1848

Waiver Requests for 2017 Penalty & Interest

April 19, 2018

In accordance with Section 33.011 of the Texas Property Tax Code, " The Governing Body of a taxing unit shall waiver penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayers knows or should know of delinquency."

Property ID#	Name	P&I Amount	Relevant Code	Reason
R439393	Barnes, Rufus & Katherine	$242.78 (P&I) $491.65 (Atty Fee)	33.011 (h)(2)	Electronic payment error
R361864	Zamora, Marco	$657.41	33.011 (h)(2)	Electronic payment error
R538881	Saberbein, Daniel & Jessica	$364.03	33.011 (a)(1)	WCAD clerical error
R401070	Valenzuela, John & Cheryl	$597.89	33.011 (j)(1)(2)	USPS error
R505097	Kissman, Sandra	$436.34	33.011 (h)(2)	Electronic payment error
R387620	Paluselli, Daniela	$577.90	33.011 (h)(2)	Financial institution error
R343213	Huerta, Richardo	$546.26	33.011 (j)(1)(2)	USPS error
R397028	Truxillo, Marc	$15.43	33.011 (a)(1)	WCAD clerical error
R380696	Ryan, Michael	$362.68	33.011 (a)(1)	WCAD clerical error
R080217	Hall, Vivian	$117.43	33.011 (j)(1)(2)	Electronic payment error
P490098	Toyota Industries Commercial Finance Inc	$210.91	33.011 (a)(1)	WCAD clerical error

Property ID#	Name	P&I Amount	Relevant Code	Reason
P490099	Toyota Industries Commercial Finance Inc	$242.52	33.011 (a)(1)	WCAD clerical error
P490100	Toyota Industries Commercial Finance Inc	$154.19	33.011 (a)(1)	WCAD clerical error
P490101	Toyota Industries Commercial Finance Inc	$29.92	33.011 (a)(1)	WCAD clerical error
P490111	Toyota Industries Commercial Finance Inc	$340.14	33.011 (a)(1)	WCAD clerical error
P490112	Toyota Industries Commercial Finance Inc	$45.13	33.011 (a)(1)	WCAD clerical error

4/18/18

Approved by/Date

4/20/18

Approved by/Date

Commissioners Court - Regular Session **11.**

Meeting Date: 05/01/2018

Justice of the Peace 4 MAR 2018 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAR 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/25/2018 10:58 AM
Form Started By: Veronica Bolander		Started On: 04/24/2018 01:34 PM
Final Approval Date: 04/25/2018		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March 2018.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

On this 9th day of April 2018, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2018-03/31/2018

Date Printed: 4/9/2018
Time Printed: 9:26:17AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	3.25	3.25	3.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	2	50.00	50.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	20.00	20.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	47	1,125.00	1,125.00	116.25	650.00	0.00	0.00	358.75	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	137	750.00	750.00	45.90	588.00	0.00	0.00	116.10	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	87	5,250.00	5,250.00	510.10	3,010.00	0.00	0.00	1,729.90	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	14	200.00	200.00	75.00	50.00	0.00	0.00	75.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	7	35.00	35.00	0.00	15.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	7	1,050.00	1,050.00	0.00	450.00	0.00	0.00	600.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	5	25.00	25.00	10.00	5.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	1	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	27.00	27.00	0.00	0.00	0.00	0.00	27.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	70	1,700.00	1,700.00	0.00	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	137	1,250.00	1,250.00	76.50	980.00	0.00	0.00	193.50	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSOI	137	625.00	625.00	38.25	490.00	0.00	0.00	96.75	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	4	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	7	350.00	350.00	150.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	13	800.00	800.00	450.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	1	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	682	13,337.25	13,337.25	1,477.25	8,003.00	0.00	0.00	3,857.00	$0.00	0.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00		
Cash	$1,477.25			**CSR Credit**	$0.00	**Post for Refund**	$0.00
Checks	$8,003.00			**Jail Credit**	$0.00	**Over Payments**	$0.00
Money Orders	$0.00						
Credit Cards :	$3,857.00	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$13,337.25	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$0.00	**TOTAL PAID**	$0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2018-03/31/2018

Date Printed: 4/9/2018
Time Printed: 9:26:17AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		991.50	510.75	0.00	0.00	0.00	1,502.25
0100-0000-341904		3,970.10	2,329.90	0.00	0.00	0.00	6,300.00
0100-0000-351304		450.00	350.00	0.00	0.00	0.00	800.00
0100.0000.341804		1,700.00	50.00	0.00	0.00	0.00	1,750.00
0399-0000-208822		633.90	116.10	0.00	0.00	0.00	750.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,056.50	193.50	0.00	0.00	0.00	1,250.00
01-0369-0000-341917	TRUANT CONDUCT FEE	150.00	200.00	0.00	0.00	0.00	350.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	0.00	10.00	0.00	0.00	0.00	10.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	528.25	96.75	0.00	0.00	0.00	625.00
TOTALS :		9,480.25	3,857.00	0.00	0.00	0.00	13,337.25

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2018-03/31/2018

Date Printed: 4/9/2018
Time Printed: 9:24:00AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	78	291.81	281.81	73.35	0.00	38.99	0.00	169.47	10.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	273	1,085.14	1,065.14	143.30	5.00	164.29	0.00	752.55	20.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	34	151.82	151.82	15.55	0.00	1.27	0.00	135.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	2	6.50	6.50	1.50	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	13	100.22	100.22	23.60	0.00	0.00	0.00	76.62	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	30.00	15.00	0.00	0.00	0.00	0.00	15.00	15.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	21	210.00	210.00	90.00	0.00	30.00	0.00	90.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	39	3,440.68	3,440.68	501.06	0.00	459.30	0.00	2,480.32	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	68	646.96	646.96	90.88	0.00	247.50	0.00	308.58	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	643	57,708.88	53,210.98	7,580.47	100.90	5,134.83	0.00	40,394.78	4,497.90	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	2	4.00	2.00	0.00	0.00	0.00	0.00	2.00	2.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	37	2,420.00	2,420.00	78.00	0.00	0.00	0.00	2,342.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	233	548.92	542.92	56.86	3.00	109.73	0.00	373.33	6.00	0.00	0.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	6	26.40	26.40	6.40	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341914
AFTHD	THRALL POLICE DEPART	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	7	265.95	265.95	0.00	0.00	50.00	0.00	215.95	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	5	107.51	107.51	19.97	0.00	9.95	0.00	77.59	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	107	2,862.35	2,762.35	507.85	0.00	288.42	0.00	1,966.08	100.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	448	13,496.37	13,239.37	2,058.64	40.00	1,737.95	0.00	9,402.78	257.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	448	1,015.53	994.53	154.51	3.00	130.30	0.00	706.72	21.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	446	336.49	330.49	51.49	1.00	43.43	0.00	234.57	6.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	2	1.00	0.50	0.00	0.00	0.00	0.00	0.50	0.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	51	139.73	79.68	19.13	0.00	1.80	0.00	58.75	60.05	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DE	2	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	25.00	25.00	0.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	14	542.30	292.30	0.00	0.00	0.00	0.00	292.30	250.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO!	2	10.00	5.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0399-0000-208170
HISDPD	HUTTO ISD POLICE DEPT	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	2	16.90	16.90	0.00	0.00	0.00	0.00	16.90	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	446	673.00	661.00	103.00	2.00	86.87	0.00	469.13	12.00	0.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	2	1.00	0.50	0.00	0.00	0.00	0.00	0.50	0.50	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	433	1,651.79	1,621.79	248.26	5.00	217.17	0.00	1,151.36	30.00	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	448	1,354.00	1,326.00	206.01	4.00	173.74	0.00	942.25	28.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	446	1,346.00	1,322.00	206.01	4.00	173.74	0.00	938.25	24.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	446	2,019.08	1,983.08	309.01	6.00	260.60	0.00	1,407.47	36.00	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	3	1.34	1.34	0.00	0.00	1.34	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	234	19.38	19.28	2.14	0.10	3.65	0.00	13.39	0.10	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	4	500.00	500.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	1	3.10	3.10	0.00	0.00	3.10	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	51	139.73	79.68	19.13	0.00	1.80	0.00	58.75	60.05	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	4	166.50	16.50	0.00	0.00	0.00	0.00	16.50	150.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	9	1,075.00	1,075.00	0.00	0.00	200.00	0.00	875.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	231	5,429.18	5,399.18	568.57	30.00	1,097.26	0.00	3,703.35	30.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	7	33.30	33.30	10.00	0.00	0.00	0.00	23.30	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	60	170.00	170.00	57.90	0.00	5.00	0.00	107.10	0.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	4	112.93	12.93	0.00	0.00	0.00	0.00	12.93	100.00	0.00	0.00	0399-0000-208400
TP	TIME PAYMENT	163	2,118.69	1,993.44	344.44	0.00	155.32	0.00	1,493.68	125.25	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	408	637.68	627.68	99.30	2.00	85.82	0.00	440.56	10.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	4	112.06	61.41	0.00	0.00	0.00	0.00	61.41	50.65	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	23	1,021.81	1,021.81	6.13	0.00	118.19	0.00	897.49	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	6416	104,141.03	98,234.03	13,652.46	206.00	11,561.36	0.00	72,814.21	$5,907.00	0.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$13,652.46			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$206.00			**Jail Credit**	$5,907.00	
Money Orders	$11,561.36					**Over Payments** $0.00
Credit Cards :	$72,814.21	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$98,234.03	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$5,907.00	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 03/01/2018-03/31/2018

Date Printed: 4/9/2018
Time Printed: 9:24:00AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		78.00	2,342.00	0.00	0.00	0.00	2,420.00
0100-0000-209700		3.10	0.00	0.00	0.00	0.00	3.10
0100-0000-341804		1,012.27	2,462.61	586.75	0.00	0.00	4,061.63
0100-0000-341911		50.00	215.95	0.00	0.00	0.00	265.95
0100-0000-341913		29.92	77.59	0.00	0.00	0.00	107.51
0100-0000-341914		875.57	2,116.48	100.00	0.00	0.00	3,092.05
0100-0000-351304		12,816.20	40,394.78	4,497.90	0.00	0.00	57,708.88
0100-0000-370500		1.34	0.00	0.00	0.00	0.00	1.34
0360-0000-341150		287.81	706.72	21.00	0.00	0.00	1,015.53
0361-0000-341154		95.92	234.57	6.00	0.00	0.00	336.49
0365.0000.341161		25.00	0.00	0.00	0.00	0.00	25.00
0372-0000-341144		383.75	942.25	28.00	0.00	0.00	1,354.00
0399-0000-208160		3,836.59	9,402.78	257.00	0.00	0.00	13,496.37
0399-0000-208170		0.00	5.00	5.00	0.00	0.00	10.00
0399-0000-208180		0.00	0.50	0.50	0.00	0.00	1.00
0399-0000-208235		383.75	938.25	24.00	0.00	0.00	1,346.00
0399-0000-208300		0.00	15.00	15.00	0.00	0.00	30.00
0399-0000-208352		575.61	1,407.47	36.00	0.00	0.00	2,019.08
0399-0000-208400		329.41	900.48	120.00	0.00	0.00	1,349.89
0399-0000-208425		1,695.83	3,703.35	30.00	0.00	0.00	5,429.18
0399-0000-208500		0.00	2.00	2.00	0.00	0.00	4.00
0399-0000-208730		0.00	0.50	0.50	0.00	0.00	1.00
0399-0000-208850		500.00	0.00	0.00	0.00	0.00	500.00
0399-0000-208860		499.76	1,493.68	125.25	0.00	0.00	2,118.69
0399.0000.208703		191.87	469.13	12.00	0.00	0.00	673.00
0399-0000-208415		5.89	13.39	0.10	0.00	0.00	19.38
0100-0000-207027		124.32	897.49	0.00	0.00	0.00	1,021.81
01.0100.0000.207017	DLQ FEE	960.36	2,480.32	0.00	0.00	0.00	3,440.68
0103690000370000	JUVENILE CASE MANAGER FUND	470.43	1,151.36	30.00	0.00	0.00	1,651.79
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	187.12	440.56	10.00	0.00	0.00	637.68
TOTALS :		25,419.82	72,814.21	5,907.00	0.00	0.00	104,141.03

Detailed report has been sent to Auditor's Office.

CRIMINAL

Commissioners Court - Regular Session **12.**

Meeting Date: 05/01/2018

Memorial Tree in Memory of Joe Hatcher

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Consider accepting a $100.00 donation for a Memorial Tree planting in Memory of Joe Hatcher.

Background

The Williamson County Parks Department is in receipt of a $100.00 donation for the Memorial Tree Program. The donation is given in Memory of Joe Hatcher. A Pecan Tree will be planted at Berry Springs Park and Preserve this fall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:04 AM
Form Started By: Randy Bell		Started On: 04/26/2018 09:52 AM
Final Approval Date: 04/26/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 05/01/2018

Jail Remodel Project P411 - Change Order 7

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Jail Kitchen and Plumbing Remodel Project; Change Order # 7 in the amount of $48,129.86 for additional equipment fencing, glazed block repair at kitchen walls, hot water line insulation repair and additional fire caulking scopes of work associated with unforeseen conditions and Owner requested repairs and changes at the kitchen and plumbing chases, which was executed by Dale Butler, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with STR Constructors, Ltd. in relation to the Williamson County Jail Kitchen and Plumbing Remodel Project for any increase in costs up to a total maximum amount of $50,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Change Order 7

Jail CO7 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 04/26/2018 07:25 AM
Final Approval Date: 04/26/2018		

WILLIAMSON COUNTY, TEXAS
FACILITIES DEPARTMENT
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1609

CHANGE ORDER

For Project: **WILLIAMSON COUNTY JAIL KITCHEN & PLUMBING REMODEL**
Date of Issuance: 4/19/2018 Change Order No: **7**
Contractor: STR Constructors, LTD. PID:
Project Enginner: Talex, Inc.

Explanation:
This change order is due to the following:
PCO #25 - Add for Fencing & Gates at MAU-1 and OA-1 & 2
PCO #26 - Add for Glazed Block Repairs (T&M per Menu Pricing)
PCO #27 - Add for Insulation of existing Kitchen Hotwater Piping (T&M)
PCO #28 - Additional Fire Caulking in North Jail, per Engineer Directive
PCO #29 - Add Fire Caulking of South Jail, per Engineer's Drawings

Description of Work:	Cost	Additional Time KITCHEN AREA	Additional Time OVERALL PROJECT
See attached PCO # 25	$ 11,889.40	0 Days	0 Days
See attached PCO # 26	$ 8,219.66	0 Days	0 Days
See attached PCO # 27	$ 3,028.34	**0** Days	**0** Days
See attached PCO # 28	$ 2,089.04	0 Days	0 Days
See attached PCO # 29	$ 22,903.42	0 Days	12 Days
		0 Days	0 Days
Weather Days -			0 Days
Sub-Total CO #7	**$ 48,129.86**	**0** Days	**12** Days

Please Refer to Attached Backup Documents:

Cost and Time Change Summary	Cost	Additional Time KITCHEN AREA	Additional Time OVERALL PROJECT
Original Contract:	**$ 1,781,645.00**	**120 Days**	**180 Days**
Previous Change Order(s):	*$ 361,690.88*	*29 Days*	*54 Days*
Contract Prior to this CO:	$ 2,143,335.88	149 Days	234 Days
Net Increase from this CO:	$ 48,129.86	0 Days	12 Days
Revised Contract Total:	**$ 2,191,465.74**	**149 Days**	**246 Days**

RECOMMENDED BY:

Gilbert Boland
Contractor Signature*

Gilbert Boland for
T. R. Kennedy, President
Contractor Name

4-19-18
Signature Date

Oscar Villarreal
Engineer Signature

Oscar Villarreal, P.E.
Engineer Name

4/23/18
Signature Date

ACCEPTED BY:

Owner Signature

Dale Bulter, Facl Dir
Owners' Rep Name

4-23-18
Signature Date

*By Signing this change order the Contractor accepts the changes herein and agrees to perform the change(s) for the price and time indicated. The prices include all costs to perform the work.
No work shall be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in this Change Order until Contractor's pay estimate is updated.
In case of conflict between construction documents and this change order, this change order shall govern.
Upon execution of this Change Order by all parties, the identified time and cost changes herein are made part of the contract documents.

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	STR's PCO NO.: **25R1**
	Wilco Jail Kitchen & Plumbing Remodel **508 South Rock Street** **Georgetown, TX**
ATTENTION:	**Dale Bulter** Asst Director, Projects

DESCRIPTION:

Add for Chain Link Fencing & Gate around the Kitchen MAU on East & OA-1&2 on West, per Owners' request
(Installation per Field Discussions)

Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				$ -
(see attached STR GC Breakdown)		$ -	$ -	$ -
				$ -
				$ -
				$ -
Subcontract Cost				$ -
Woolery Custom Fence				$ -
(East side at MAU)	$ 4,530.00			$ 4,530.00
(West side at OA-1&2)	$5,925.00			$ 5,925.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
DIRECT COST	$ 10,455.00	$ -	$ -	$ 10,455.00
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			$ -
STR FEE ON OWN WORK	15.00%			$ -
STR FEE ON SUBCONTRACTORS	10.00%			$ 1,045.50
BOND	2.50%			$ 287.52
INSURANCE	0.86%			$ 101.38
TOTAL COST				**$ 11,889.40**

QUALIFICATIONS & CLARIFICATIONS:

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by **0** working days at $ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed ($ 1,481.76) per work day. One Work day = 1.4 Calendar days.

STR CONSTRUCTORS, LTD. *TD Starfield*		Approved by:
DATE: Project Manager	*4/12/2018*	Date:

WOOLERY CUSTOM FENCE CO.

P.O. BOX 986
ELGIN, TX 78621

PROPOSAL

DATE	PROPOSAL #
4/3/2018	6697

NAME / ADDRESS
STR Constructors, Ltd. 15500 Hwy 29 West Liberty Hill, TX 78642 ph: 512-515-0254 fax: 512-515-0534 email: str@strconstructors.com

P.O.# or W.O.#	ATT:	PROJECT
	Tom	Williamson County Jail

DESCRIPTION	QTY
6'H CHAIN LINK FENCE (Galvanized) - (LF) Scope of Work for East side Fence & Gate at MAU-1	73
TERMINAL POSTS (Galvanized) - (EA)	6
GATE POSTS (Galvanized) - (EA)	2
14'W x 6'H DOUBLE SWING GATE (Galvanized) - (EA)	1
REMOVAL of OLD EXISTING FENCE - (LF)	20
WELD EXTENSIONS on EXISTING HANDRAIL - (LS)	1
********** $4,530.00	
Additional fencing & gates for HVAC units on the West side: Scope of Work for West side Fence & Gates OA-1 & 2	

6'H CHAIN LINK FENCE (Galvanized) - (LF)	40
19'W x 6'H DOUBLE SWING GATE (Galvanized) - (EA)	1
22'W x 6'H DOUBLE SWING GATE (Galvanized) - (EA)	1
PLATED POSTS (for fence) (Galvanized) - (EA)	7
PLATED GATE POSTS (Galvanized) - (EA)	4
********** $5,925.00	

** Minority Certification #'s**
WBE & DBE Code -- WOO7143440
Texas HUB VID # - 1742794088100

TOTAL $10,455.00

SIGNATURE: _____

Phone #	Fax #	E-mail	Web Site
512-281-2186	512-233-5396	bids@wooleryfence.com	www.woolerycustomfence.com

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	STR's PCO NO.:	**26**
	Wilco Jail Kitchen & Plumbing Remodel **508 South Rock Street** **Georgetown, TX**	
ATTENTION:	**Dale Bulter** Asst Director, Projects	
DESCRIPTION:	Add for Glazed Block Repairs, per ASI #2	

Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				$ -
(see attached STR GC Breakdown)		$ -	$ -	$ -
				$ -
				$ -
				$ -
Subcontract Cost				$ -
CD Lonestar masonry				$ -
one glazed side (0ea @ $130)	$ -			$ -
two glazed sides (0ea @ $140)	$ -			$ -
Single bull nose (34ea @ $158)	$ 5,372.00			$ 5,372.00
Soap (16ea @ $116)	$ 1,856.00			$ 1,856.00
				$ -
				$ -
				$ -
				$ -
DIRECT COST	$ 7,228.00	$ -	$ -	$ 7,228.00
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			$ -
STR FEE ON OWN WORK	15.00%			$ -
STR FEE ON SUBCONTRACTORS	10.00%			$ 722.80
BOND	2.50%			$ 198.77
INSURANCE	0.86%			$ 70.09
TOTAL COST				**$ 8,219.66**

QUALIFICATIONS & CLARIFICATIONS:

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by **0** working days at $ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed ($ 1,481.76) per work day. One Work day = 1.4 Calendar days.

STR CONSTRUCTORS, LTD. TD Stanfield		Approved by:
DATE: Project Manager	4/5/2018	Date:

ɔt. [mailto:estimating@cdlonestar.com]
:18 PM

ɜting Dept.
il Kitchen and Plumbing remodel

ɔf glazed CMU, per unit estimated cost:
).00
ɛs of wall) - $ 140.00
l58.00

· down) pending actual unit count, locations and access.

email.

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	**Wilco Jail Kitchen & Plumbing Remodel** **508 South Rock Street** **Georgetown, TX**	STR's PCO NO.: **27**
ATTENTION:	**Dale Bulter** Facilities Director	
DESCRIPTION:	Add for insulation of Exsting Hotwater Piping in the Kitchen Area, as requested	

Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				$ -
(see attached STR GC Breakdown)		$ -	$ -	$ -
				$ -
				$ -
				$ -
Subcontract Cost				$ -
Capitol Plumbing	$ 2,662.97			$ 2,662.97
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
DIRECT COST	$ 2,662.97	$ -	$ -	$ 2,662.97
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			$ -
STR FEE ON OWN WORK	15.00%			$ -
STR FEE ON SUBCONTRACTORS	10.00%			$ 266.30
BOND	2.50%			$ 73.24
INSURANCE	0.86%			$ 25.83
TOTAL COST				**$ 3,028.34**

QUALIFICATIONS & CLARIFICATIONS:

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by **0** working days at $ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed ($ 1,481.76) per work day. One Work day = 1.4 Calendar days.

STR CONSTRUCTORS, LTD. TD Starfield		Approved by:
DATE: Project Manager	4/19/2018	Date:

Capitol Plumbing and Repair

CPR - "We bring your plumbing back to life"

401 CR 266, Georgetown TX 78628

Ph: 512-577-1262

Fax: 512-778-5554

e-mail: keith_cpr@yahoo.com

Change Order #5

To: STR Constructors

Attn: Tom Stanfield

Project: Wilco Jail

Description: **Insulate existing hot water and hot water return copper piping in Main Kitchen Ceiling.**

Materials: $779.15

3' – 5/8" x ½" wall fiberglass insulation

30' – 7/8" x ½" wall fiberglass insulation

60' – 1 1/8" x ½" wall fiberglass insulation

3' – 1 3/8" x ½" wall fiberglass insulation

30' – 1 5/8" x ½" wall fiberglass insulation

15' – 2 1/8" x ½" wall fiberglass insulation

2 – 3" x 150' rolls white fiberglass insulation tape

2 – 1 gallon weather barrier mastic

3 – Mastic brushes

1 – Box Z tacks

8 - #3 – 90 PVC fitting

20 - #4 – 90 PVC fitting

12 - #7 – 90 PVC fitting

8 - #9 – 90 PVC fitting

Labor: $1,440.00

1 - Plumber – 8 hours @ $90/hr.

2 – Helpers – 8 hours/ea. @ $45/hr.

20% Overhead and Profit: $443.82

Total: $2,662.97

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	**Wilco Jail Kitchen & Plumbing Remodel** **508 South Rock Street** **Georgetown, TX**	STR's PCO NO.: **28**
ATTENTION:	**Dale Bulter** Facilities Director	

DESCRIPTION:

Add for Fire Caulking additional floor penetrations found in the North Jail (64ea added Plumbing on 4th Floor & 24ea added electrical - 8ea on 2nd, 3rd, & 4th floors), per Owner / Engineer Directions

Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				$ -
(see attached STR GC Breakdown)		$ -	$ -	$ -
				$ -
				$ -
				$ -
Subcontract Cost				$ -
The George D Alan Co.	$ 1,837.00			$ 1,837.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
DIRECT COST	$ 1,837.00	$ -	$ -	$ 1,837.00
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			$ -
STR FEE ON OWN WORK	15.00%			$ -
STR FEE ON SUBCONTRACTORS	10.00%			$ 183.70
BOND	2.50%			$ 50.52
INSURANCE	0.86%			$ 17.82
TOTAL COST				**$ 2,089.04**

QUALIFICATIONS & CLARIFICATIONS:

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by **0** working days at $ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed ($ 1,481.76) per work day. One Work day = 1.4 Calendar days.

STR CONSTRUCTORS, LTD. TD Stanfield		Approved by:
Project Manager	DATE: 4/18/2017	Date:

The George D. Alan Company

Waterproofing * Caulking * Moisture Protection

CHANGE ORDER REQUEST #1

To:	STR Constructors, LTD
Attn:	Tom Stanfield
Email:	toms@strconstructors.com
Project:	Williamson County Jail - North Jail

Date:4-16-18 Page 1 of 1

Item	Description	Item Price	Total Amount
07 84 00	**Fire Resistive Joint Systems**		
	at Pipe Penetrations at Concrete Slab		
	**88 Additional Penetrations*		
	Total for all scope of work listed above		**$1,837**

Acknowledge Terms: Net 30, No Retainage.

Exclusions: Sealants @ Roof, Sheet Metal, Glass & Glazing, Window Frames, Curtain Walls, Metal to Metal, Plaster to Plaster, Drywall, Tile, MEP, Mill Work, Removal of Blackboard/Redwood and Concrete Patching/Repair.

Note: Quotation valid for 60 days from date above.

If you have any questions, please feel free to contact us.

Sincerely,

The George D. Alan Company

Marcus Graham

marcus@waterproof.pro

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

PROPOSAL ISSUED TO:	STR's PCO NO.: **29**
	Wilco Jail Kitchen & Plumbing Remodel **508 South Rock Street** **Georgetown, TX**
ATTENTION:	**Dale Bulter** Facilities Director

DESCRIPTION:

Add for Fire Caulking in South Jail per Owner / Engineer's Request & plans provided

Description	Subcontracts	Material	Labor	Total
STR Constructor's Direct Costs				$ -
(see attached STR GC Breakdown)		$ 2,804.00	$ 4,320.00	$ 7,124.00
				$ -
				$ -
				$ -
Subcontract Cost				$ -
The George D Aln Co.	$ 11,221.00			$ 11,221.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
DIRECT COST	$ 11,221.00	$ 2,804.00	$ 4,320.00	$ 18,345.00
PAYROLL TAX & INSURANCE (STR's Labor)	32.58%			$ 1,407.46
STR FEE ON OWN WORK	15.00%			$ 1,279.72
STR FEE ON SUBCONTRACTORS	10.00%			$ 1,122.10
BOND	2.50%			$ 553.86
INSURANCE	0.86%			$ 195.29
TOTAL COST				**$ 22,903.42**

QUALIFICATIONS & CLARIFICATIONS:

STR will required <u>12 calendar Days</u> (2 weeks) time extention on the <u>NON Kitchen</u> completion, to accomidate this additional work

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by **10** working days at $ 1,058.40 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed ($ 1,481.76) per work day. One Work day = 1.4 Calendar days.

STR CONSTRUCTORS, LTD. *TD Stanfield*		Approved by:
Project Manager	DATE: *2/9/2018*	Date:

The George D. Alan Company

Waterproofing * Caulking * Moisture Protection

BID / QUOTATION

To:	STR Constructors, LTD
Attn:	Tom Stanfield
Email:	toms@strconstructors.com
Project:	Williamson County Jail - South Jail

Date:4-16-18 Page 1 of 1

Item	Description	Item Price	Total Amount
07 84 00	**Fire Resistive Joint Systems**		
	at Pipe Penetrations at Concrete Slab		
	**Using 3M FB-3000 WT Sealant & Mineral Wool*		
	**Includes Removal of Existing Firecaulking*		
	Total for all scope of work listed above		**$11,221**

Acknowledge Terms: Net 30, No Retainage.

Exclusions: Sealants @ Roof, Sheet Metal, Glass & Glazing, Window Frames, Curtain Walls, Metal to Metal, Plaster to Plaster, Drywall, Tile, MEP, Mill Work, Removal of Blackboard/Redwood and Concrete Patching/Repair.

Note: Quotation valid for 60 days from date above.

If you have any questions, please feel free to contact us.

Sincerely,

The George D. Alan Company

Marcus Graham

marcus@waterproof.pro

Williamson County Facilities - Job Cost Tracking Log

Project: Jail Kitchen Remodel P411 **Change Order #:** 7

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract			**180**	**$ 1,781,645.00**	**$ 450,000.00**	**$ 2,231,645.00**
1	12/12/2017	Architect	10	$ 118,633.53	$ (118,633.53)	$ 2,231,645.00
2	2/20/2018	Architect	8	$ 42,482.97	$ (42,482.97)	$ 2,231,645.00
3	2/27/2018	Owner/Architect	2	$ 49,389.05	$ (49,389.05)	$ 2,231,645.00
4	2/27/2018	Owner/Contractor	0	$ 37,632.70	$ (37,632.70)	$ 2,231,645.00
5	2/27/2018	Owner	34	$ 83,476.43	$ (83,476.43)	$ 2,231,645.00
6	4/10/2018	Owner/Contractor	0	$ 30,076.20	$ (30,076.20)	$ 2,231,645.00
7		Owner	12	$ 48,129.86	$ (48,129.86)	$ 2,327,904.72
8						$ 2,327,904.72
9						$ 2,327,904.72
10						$ 2,327,904.72
						$ 2,327,904.72
Total			**246**	**$ 2,191,465.74**	**$ 40,179.26**	**$ 2,231,645.00**

REMAINING BUDGET $ 80,358.52

Commissioners Court - Regular Session **14.**

Meeting Date: 05/01/2018

Animal Shelter Expansion, P435 - Change Order 2

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 2 in the amount of $13,688.00 to approve funding for additional glazed tile, Breezeway framing height adjustments, underground utility conflicts and subcontractor scope adjustments, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner's Contingencies.

Background

The utility conflicts were due to new and existing underground utilities which had conflicting elevations which were unknown during the design stage of the project. The glazed tile addition is to cover one area of the fire room walls that were not detailed to have glazed tile, but need to have it installed to complete the glazed tile scope inside of this area. The Breezeway roof height had to be adjusted due to unknown field conditions at the time of design.
On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Director, with general authority to approve change orders for the Agreement for Construction Services with Vaughn Construction in relation to the Williamson County Regional Animal Shelter Expansion Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AS Change Order 2

AS CO2 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 04/26/2018 08:19 AM
Final Approval Date: 04/26/2018		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 1/8/18

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: 4/20/18

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

CONTRACTOR: *(Name and address)*
J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 2 includes the below listed Vaughn Change Proposals # 6-#10. For Vaughn Project No. 2491-01.
- CP No. 6 - Provide glazed tile to fire room walls per submittal review form Jackson & Ryan
- CP No. 7 - Provide the raising the top of wall elevation at the New Adoptions Building Breezeway 4" per RFI 11
- CP No. 8 - Provide the lowering the Fire Line to avoid conflict with the Sanitary Sewer Line
- CP No. 9 - Provide the rerouting of Wastewater Line and relocating a Fire Hydrant to avoid conflict with the Storm Sewer Line
- CP No. 10 - Provie the removal of the Green Screen Columns from Metalink's Scope Jackson & Ryan Architects

The original Contract Sum was	$	9,499,295.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	9,499,295.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	9,499,295.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/6/19

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Jackson & Ryan Architects	J.T. Vaughn Construction, LLC	Williamson County, Texas
(Firm name)	*(Firm name)*	*(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Martha Seng	Mike Simpson	Dale Butler
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
04/25/18	04/23/2018	4-26-18
DATE	DATE	DATE

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User Notes: (3B9ADA1E)

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals		**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6	OCO 2	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO 2	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO 2	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO 2	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO 2	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
OCO 2 Totals		**0**	**0**	**$13,688**	**($11,752)**	**($2,297)**	**$284**	**$77**	**$0**	**$9,499,295**
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,690,823**	**$217,017**	**$286,088**	**$1,034,744**	**$270,623**	**$9,499,295**	**$9,499,295**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 30, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0006

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Add Glazed Tile to Fire Room Walls per Submittal Review form Jackson & Ryan for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION



Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0006

QUOTATION :

Item	Labor	Materials	Subs	Total
Add Glazed Tile to Fire Room Walls per Submittal Review	$0.00	$0.00	$1,423.00	$1,423.00
Subcontractor Default Insurance	$0.00	$18.00	$0.00	$18.00
CM Fee	$0.00	$50.00	$0.00	$50.00
To Be Funded by Owners Contingency	$0.00	$(1,491.00)	$0.00	$(1,491.00)
Totals	$0.00	$(1,423.00)	$1,423.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/30/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
6	OCO	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7								$0	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
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28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,678,558**	**$228,769**	**$286,894**	**$1,034,478**	**$270,596**	**$9,499,295**	**$9,499,295**

BRAZOSMASONRY

SINCE 1989

February 8, 2018

ATTN: Brandon Smith
Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

PROJECT: Williamson County Regional Animal Shelter
LOCATION: Georgetown TX

CHANGE ORDER PROPOSAL

Below you will find pricing to perform additional work on the above referenced project.

DESCRIPTION OF CHANGE:

This price is for changing the fire room from all grey to glazed with grey to 10'8"

Per: BMI Pricing Request:# 01

ITEM	QUANTITY	UNIT OF MEASURE	U/P LABOR	**TOTAL LABOR**	U/P MAT	**TOTAL MAT**	**TOTAL**
4" Grey block	-60	ea.	$ 3.89	-$233.40	$ 0.92	-$55.20	-$288.60
4w4 cobalt	1	ea.	$ 10.46	$10.46	$ 8.17	$8.17	$18.63
4wd cobalt	11	ea.	$ 6.97	$76.67	$ 7.71	$84.81	$161.48
4wd bluebonnet	1	ea.	$ 6.97	$6.97	$ 7.71	$7.71	$14.68
4w4 white	4	ea.	$ 10.46	$41.84	$ 6.83	$27.32	$69.16
4wd white	42	ea.	$ 6.97	$292.74	$ 6.46	$271.32	$564.06
4wd violet shadow	1	ea.	$ 6.97	$6.97	$ 8.47	$8.47	$15.44
Pointing Mortar	161	L/F	$ 0.96	$154.56		$0.00	$154.56
Pointing Mortar	1.0	ea.			$ 266.00	$266.00	$266.00
Wash-down	27	sq. ft.	$ 0.90	$24.30	$ 0.25	$6.75	$31.05
Misc. Equipment, materials, access.	8	hrs.			$ 20.25	$162.00	$162.00
SUB TOTAL				$381.11		$787.35	$1,168.46
LABOR BURDEN @	36.00%						$137.20
MATERIAL TAX	0.00%						$0.00
SUB TOTAL							$1,305.66
OVERHEAD @	5.00%						$58.42
PROFIT @	5.00%						$58.42
GRAND TOTAL					**Add**		$1,423.00

Duration of Working Days ADDED to Contract Schedule: 1.00

Please send a change order as soon as possible if this work is to take place. Work under this proposal will NOT take place unless formal change order is received.

Sincerely,
Brazos Masonry, Inc.

Jerrad Bohannon

Jerrad Bohannon
Project Manager

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 30, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0007

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide raising the top of wall elevation at the New Adoptions Building Breezeway 4" per RFI 11 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION



Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0007

QUOTATION :

Item	Labor	Materials	Subs	Total
raising the top of wall elevation at the New Adoptions Building Breezeway 4" per RFI 1	$0.00	$0.00	$769.00	$769.00
Subcontractor Default Insurance	$0.00	$10.00	$0.00	$10.00
CM Fee	$0.00	$27.00	$0.00	$27.00
To Be Funded By Owners Contingency	$0.00	$(806.00)	$0.00	$(806.00)
Totals	$0.00	$(769.00)	$769.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/30/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
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5	OCO	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
6	OCO	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8								$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
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35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,679,327**	**$228,769**	**$286,088**	**$1,034,488**	**$270,623**	**$9,499,295**	**$9,499,295**

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 11

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Brandon Smith

Date: 01/31/2018

Required By: 02/07/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: Breezeway CMU Wall Bracing

Spec. Section:

Drawing Number: A.3-6.30, S.3-2.02, & S5.03

Other Reference:

Question:
Detail 7/A.3-6.30 indicates the top of CMU to be 768'-6" at the breezeway wall head. Detail 2/S5.03 indicates a 3"x8" bent plate anchored 4" below the top of CMU and welded to the bottom of the beam. The bottom elevation of the beams running along Gridlines 2 and 3 is roughly 768'-11" resulting in a 5" space between the top of CMU wall and bottom of beam. The spacing between the CMU wall and beam is too large for the bent plate to span and maintain the epoxy bolt anchorage 4" below top of CMU. Please provide a revised detail for the CMU wall bracing at shear walls.

Answer:

Structural detail 2/S5.03 governs. See revised detail 07/A.3-6.30, attached, which coordinates better with 2/S5.03.

John Benham, AIA
Jackson & Ryan Architects

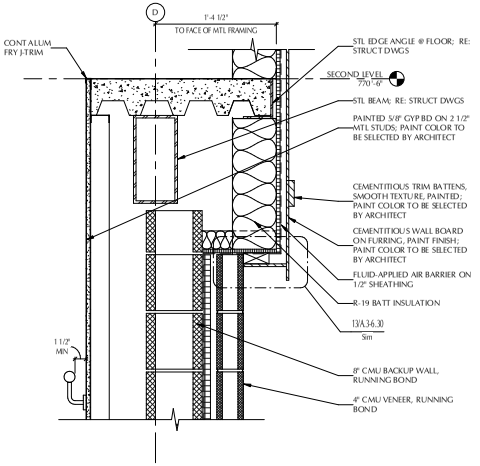
02/02/18

Very truly yours,

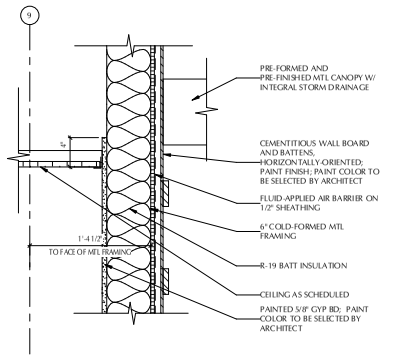
VAUGHN CONSTRUCTION

Attachments:

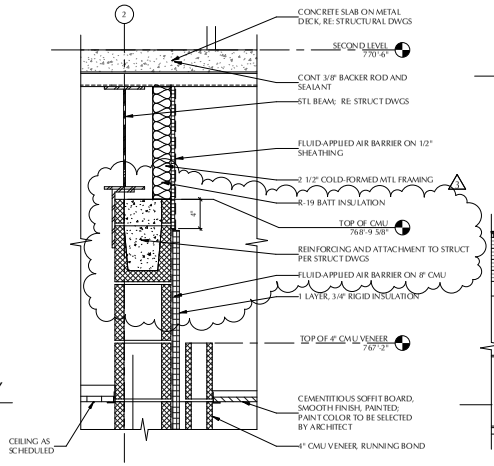
CC:



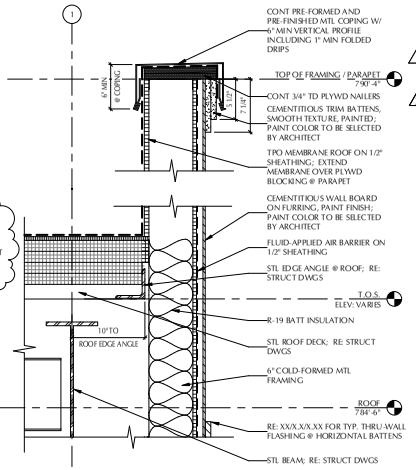
16 SECTION @ INTERIOR STAIRS
1 1/2" = 1'-0"



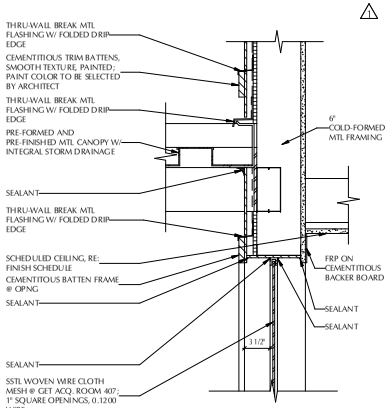
12 SECTION @ EXTERIOR STAIR CANOPY
1 1/2" = 1'-0"



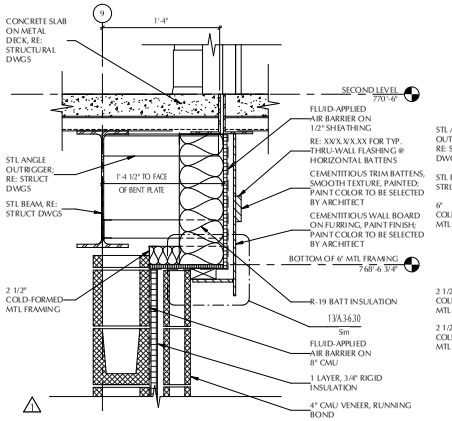
07 SECTION @ BREEZEWAY WALL HEAD
1 1/2" = 1'-0"



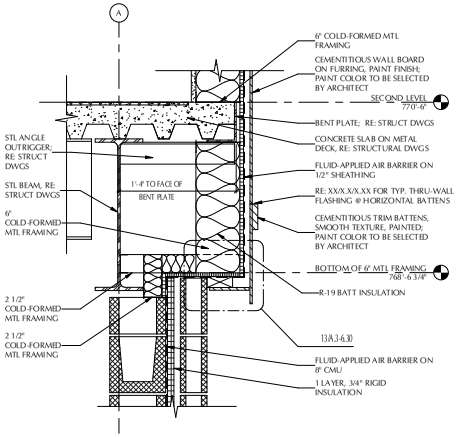
03 SECTION DETAIL @ PARAPET, TYP.
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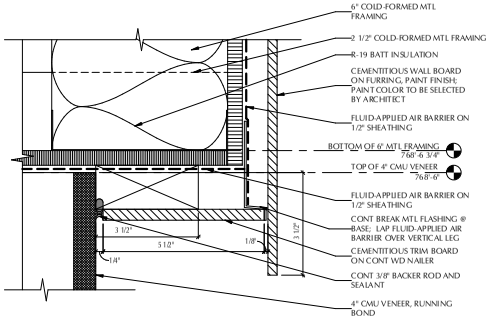
10 SECTION @ CANOPY AND CATIO
1 1/2" = 1'-0"



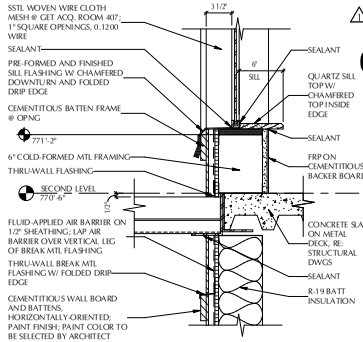
06 SECTION @ SECOND LEVEL EXT. SLAB
1 1/2" = 1'-0"



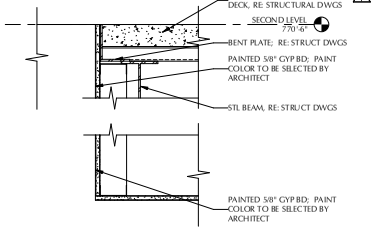
02 SECTION @ SECOND LEVEL SLAB, TYP.
1 1/2" = 1'-0"



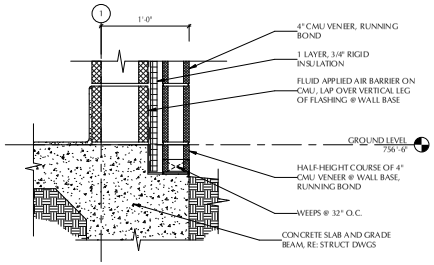
13 SECTION @ EXT WALL FINISH TRANSITION
6" = 1'-0"



09 SECTION @ CATIO
1 1/2" = 1'-0"



05 SECTION @ INTERIOR STAIRS CEILING
1 1/2" = 1'-0"



01 SECTION @ CMU WALL BASE, TYP.
1 1/2" = 1'-0"

Date Issued:	
09/27/17	ISSUE FOR PERMIT
1 10/18/17	ADDENDUM 01
11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
2 02/02/18	RFI 011

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428

LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353

STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130

MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SIEGEL RYAN 8678 STATE OF TEXAS

02/02/18

Sheet Content:

SECTION DETAILS

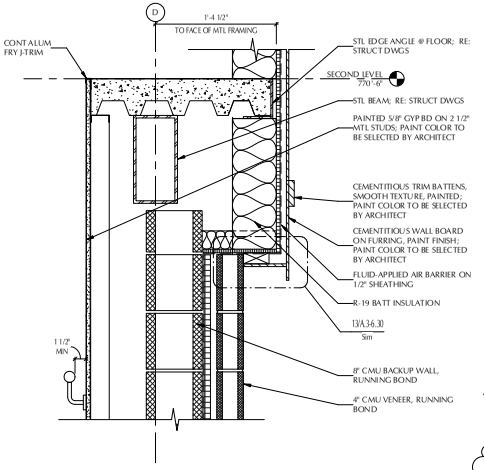
SCALE: As indicated

Copyright 2016 JACKSON & RYAN, ARCHITECTS

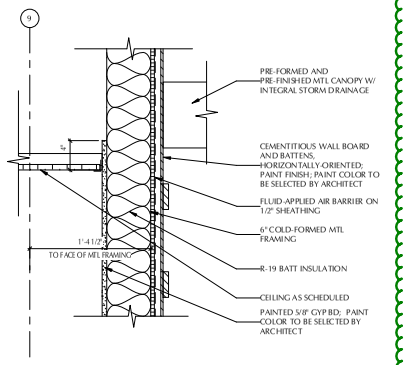
Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at jobsite; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

A.3-6.30

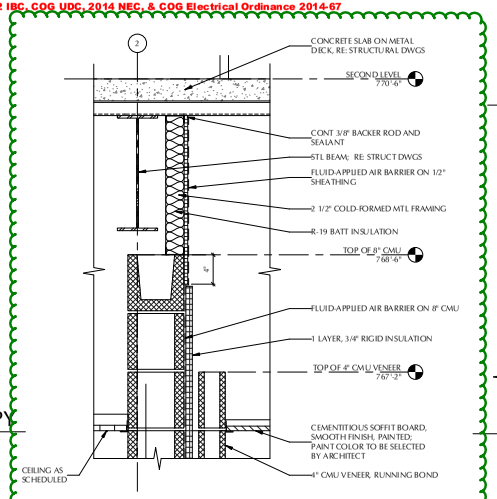
Plot Date: 09/27/17



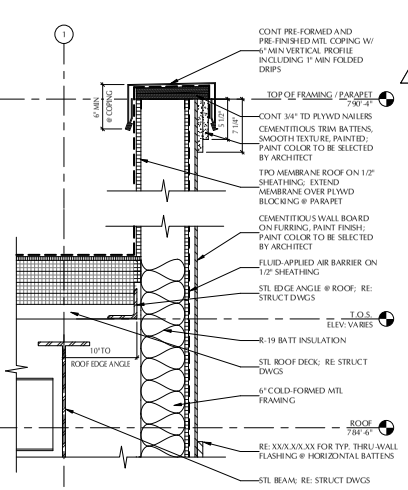
16 SECTION @ INTERIOR STAIRS
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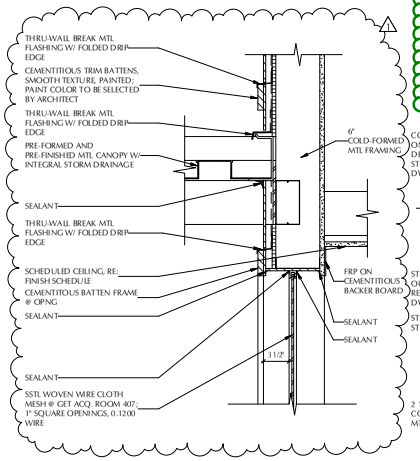
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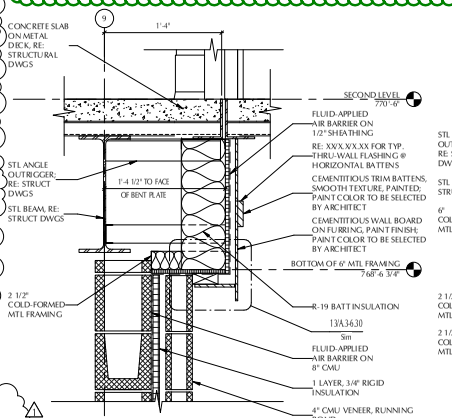
07 SECTION @ BREEZEWAY WALL HEAD
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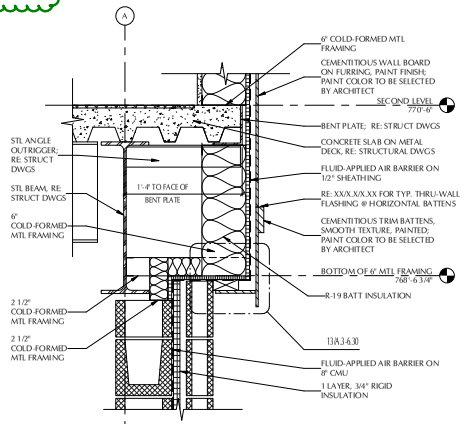
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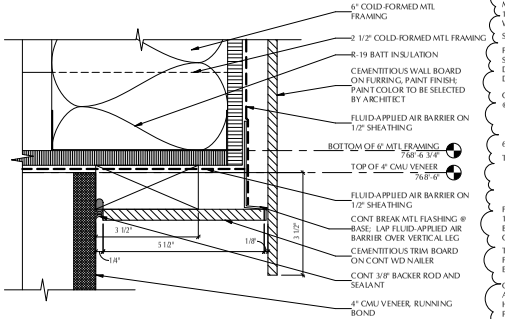
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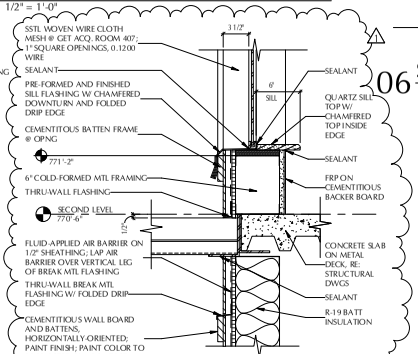
06 SECTION @ SECOND LEVEL EXT. SLAB
1 1/2" = 1'-0"



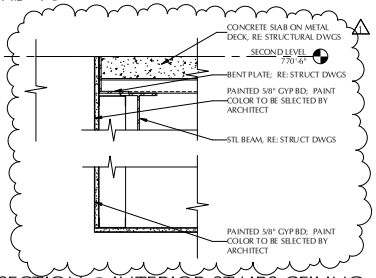
02 SECTION @ SECOND LEVEL SLAB, TYP.
1 1/2" = 1'-0"



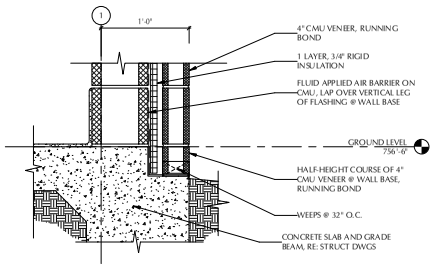
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1 1/2" = 1'-0"

Date Issued:
09/27/17 ISSUE FOR PERMIT
10/18/17 ADDENDUM 01
11/15/17 FIRST RE-SUBMITTAL - PLAN REVIEW

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

REGISTERED ARCHITECT MARTHA SENGA 8678 STATE OF TEXAS

10/18/17

Sheet Content:
SECTION DETAILS

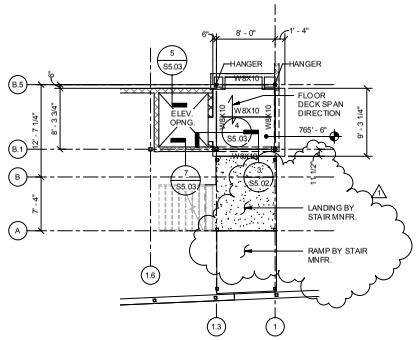
SCALE: As indicated

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A.3-6.30

Plot Date: 09/27/17

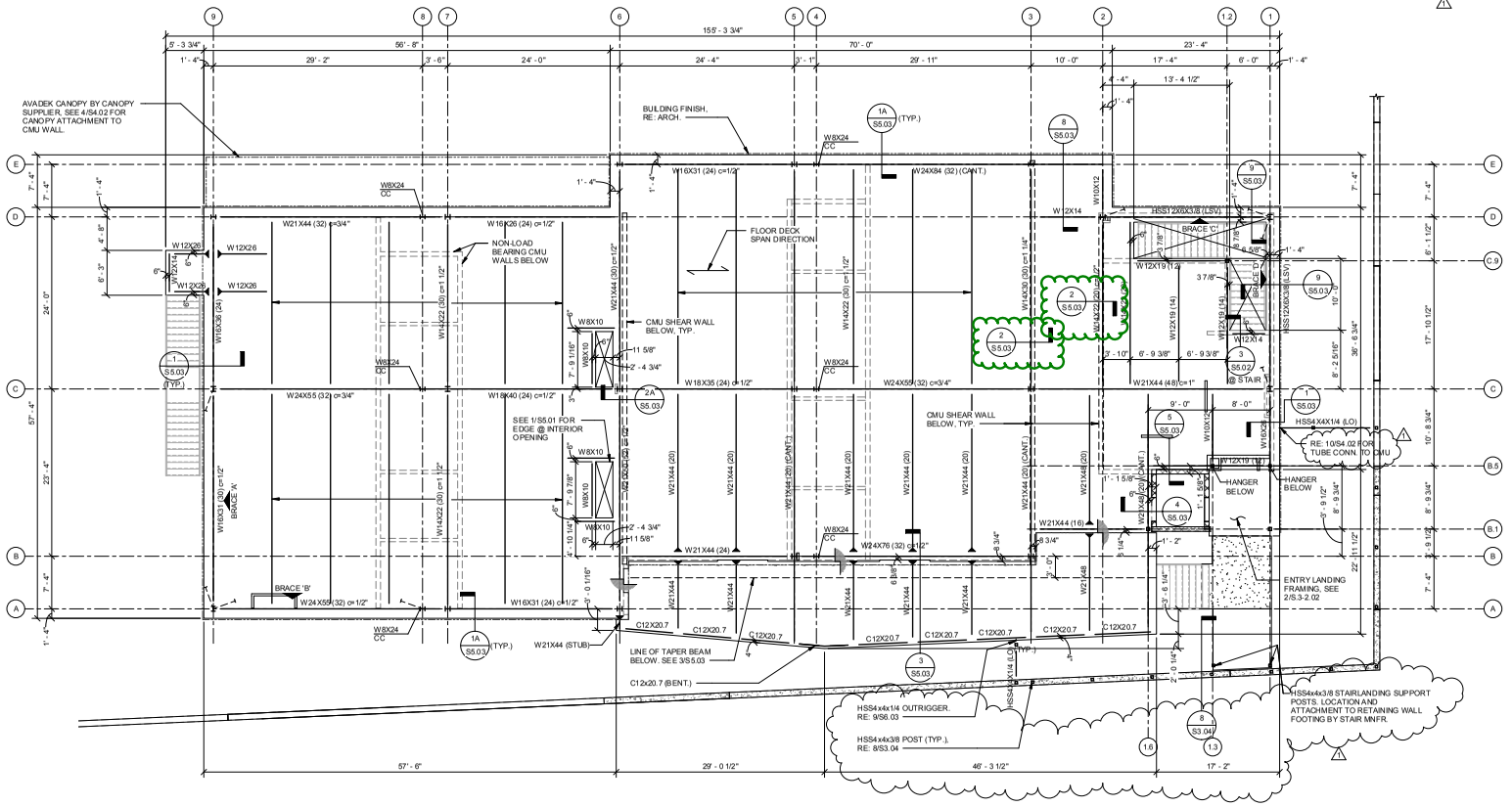
Inspections must be requested online at www.mygovernmentonline.org



2 ENTRY LANDING FRAMING PLAN
SCALE: 1/8" = 1'-0"

FLOOR PLAN NOTES:

1. TOP OF CONCRETE ELEVATION = 14'-0"
2. LOCATIONS SHOWN THUS: 12 3/4" INDICATES NUMBER OF SHEAR CONNECTORS AS 12 AND UPWARD CAMBER AT MID SPAN OF BEAM AS 3/4"
3. SPACE BEAMS EQUALLY U.N.O.
4. PROVIDE END PLATES AT ALL TUBE BEAMS.
5. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION / CONSTRUCTION.
6. SEE SHEET S7.01 FOR BRACE ELEVATIONS.
7. SEE SHEET S3-2.01 FOR ALL COLUMN SIZES NOT SHOWN.
8. ▶—— = MOMENT CONNECTION
   LSH = LONG SIDE HORIZONTAL
   LSV = LONG SIDE VERTICAL
9. CC: INDICATES CARRIED COLUMN, SEE DETAIL 2/S4.02 OR 5/S4.02.
10. ALL LOWER TUBE BEAM ELEVATIONS TO BE VERIFIED WITH ARCHITECT DRAWINGS.
11. FLOOR SHALL BE 3" NORMAL WEIGHT CONCRETE OVER THE FLUTES OF 2" x 18 GA TYPE VLI STEEL DECK AS MANUFACTURED BY VULCRAFT OR APPROVED EQUIVALENT TO TOTAL THICKNESS = 5". REINFORCE CONCRETE WITH #3 AT 1'-8" O.C. EACH WAY. PLACE REBAR PERPENDICULAR TO BEAMS (PARALLEL TO DECK) IN THE OUTSIDE LAYER. WELD DECK USING 5/8"Ø NET EFFECTIVE PUDDLE WELDS :
    a. PERPENDICULAR BEARING : 36/4 PATTERN.
    b. PARALLEL BEARING AND EDGE : AT 12" O.C.
    c. SIDE SEAMS : #10 TEK SCREWS AT 36" O.C.
12. SEE 4/S5.02 FOR ADDITIONAL SLAB REINFORCING AT ALL BEAMS & GIRDERS.
13. SEE 9/S5.01 & 1/S5.02 FOR ADDITIONAL SLAB REINFORCING AT OPENINGS AND EDGES.
14. SEE 5/S5.02 & 6/S5.02 FOR ADDITIONAL STEEL ANGLES AND REINFORCING AT STEEL COLUMNS.
15. (CANT.) INDICATES BEAM CONTINUOUS OVER COLUMN, SEE 2/S4.02 OR 12/S4.02.
16. ALL GREEN SCREEN SUPPORT MEMBERS AND CONNECTION MATERIAL TO BE HOT DIP GALVANIZED.



1 SECOND FLOOR FRAMING PLAN - NEW ADOPTION BLDG
SCALE: 1/8" = 1'-0"

Date Issued:	
09/27/17	ISSUE FOR PERMIT
10/18/17	ADDENDUM 1
11/15/17	1ST RE-SUBMITTAL-PLAN REVIEW

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
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512-328-4428
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SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Matrix Structural Engineers
TBPE Firm Registration No. F-2640



Sheet Content:

SECOND FLOOR FRAMING PLAN - NEW ADOPTIONS BUILDING

SCALE: 1/8" = 1'-0"

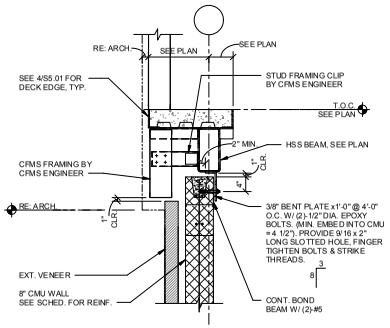
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S.3-2.02

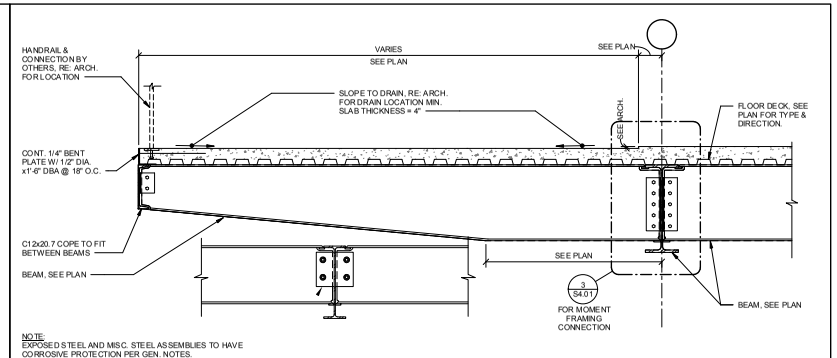
Plot Date: 08/17/17

MSE 17005



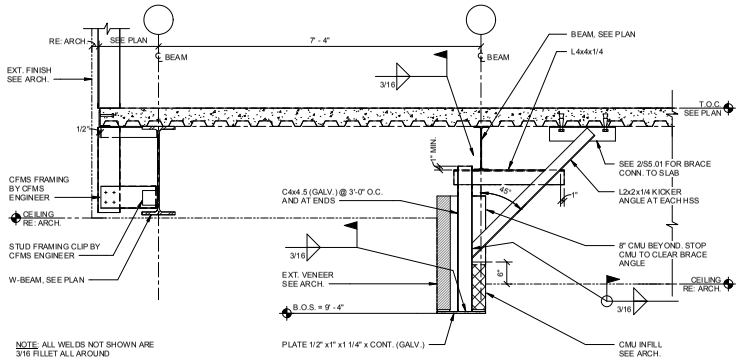
TYPICAL DETAIL
FLOOR FRAMING AT STAIRS

SCALE: 3/4" = 1'-0" 12



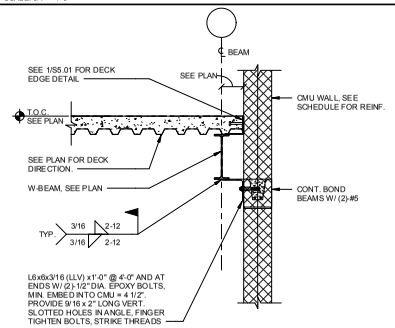
TYPICAL DETAIL
TAPERED BEAM AT BALCONY

SCALE: 3/4" = 1'-0" 9



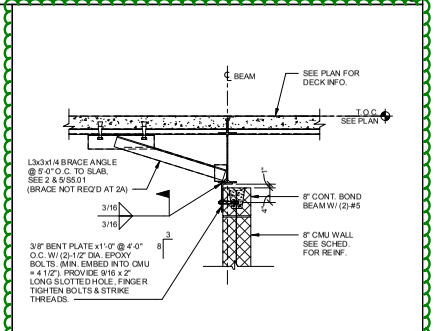
CMU SUPPORT AT BREEZEWAY OPENING

SCALE: 3/4" = 1'-0" 8



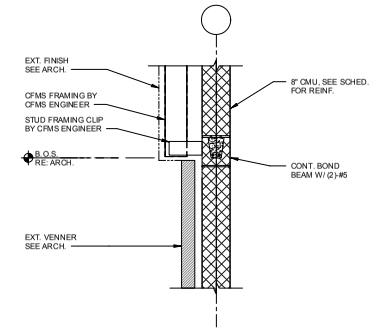
TYPICAL DETAIL
DECK EDGE AT ELEVATOR SHAFT CMU WALL

SCALE: 3/4" = 1'-0" 5



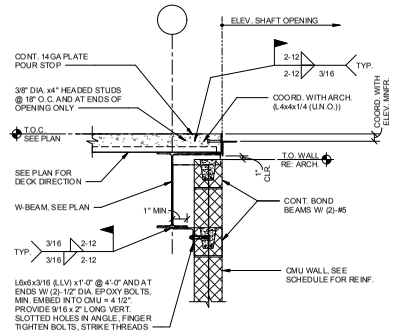
TYPICAL DETAIL
CMU WALL BRACING
AT SHEAR WALL

SCALE: 3/4" = 1'-0" 2A (NOTED), 2



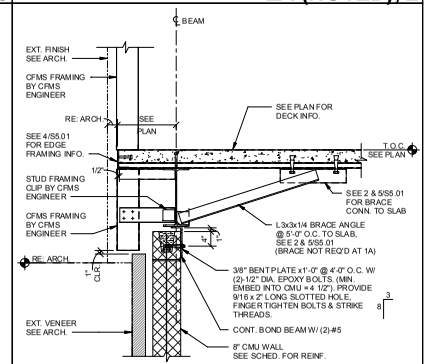
WALL SUPPORT AT CMU WALL

SCALE: 3/4" = 1'-0" 10



TYPICAL DETAIL
FLOOR DECK AT ELEVATOR OPENING

SCALE: 3/4" = 1'-0" 4



TYPICAL DETAIL
FLOOR FRAMING AT PERIMETER

SCALE: 3/4" = 1'-0" 1A (NOTED), 1

Date Issued:

09/27/17 ISSUE FOR PERMIT
11/15/17 1ST RE-SUBMITTAL-PLAN REVIEW

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

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SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Matrix Structural Engineers
TBPE Firm Registration No. F-2040



Sheet Content:

FLOOR FRAMING DETAILS

SCALE: 3/4" = 1'-0"

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S5.03

Plot Date: 08/17/17

MSE 17005

Inspections must be requested online at www.mygovernmentonline.org

BRAZOSMASONRY
SINCE 1989

February 8, 2018

ATTN: Brandon Smith
Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

PROJECT: Williamson County Regional Animal Shelter
LOCATION: Georgetown TX

CHANGE ORDER PROPOSAL

Below you will find pricing to perform additional work on the above referenced project.

DESCRIPTION OF CHANGE:

This price is for raising top of wall at breezeway 4" Per RFI 11

Per: BMI Pricing Request:# 02

ITEM	QUANTITY	UNIT OF MEASURE	U/P LABOR	**TOTAL LABOR**	U/P MAT	**TOTAL MAT**	**TOTAL**
8" Grey block	40	ea.	$ 4.02	$160.80	$ 1.32	$52.80	$213.60
Grey Mortar	2	ea.	$ -	$0.00	$ 11.65	$23.30	$23.30
Sand	0.5	tons	$ -	$0.00	$ 32.00	$16.00	$16.00
Grout (material and labor)	1	yds.	$ 85.00	$85.00	$ 85.00	$85.00	$170.00
Joint reinforcement, anchors, access., misc.	36	sq. ft.			$ 0.95	$34.20	$34.20
Misc. Equipment, materials, access.	8	hrs.			$ 20.25	$162.00	$162.00
SUB TOTAL				$245.80		$373.30	$619.10
LABOR BURDEN @	36.00%						$88.49
MATERIAL TAX	0.00%						$0.00
SUB TOTAL							$707.59
OVERHEAD @	5.00%						$30.96
PROFIT @	5.00%						$30.96
GRAND TOTAL					**Add**		$769.00

Duration of Working Days ADDED to Contract Schedule: 1.00

Please send a change order as soon as possible if this work is to take place. Work under this proposal will NOT take place unless formal change order is received.

Sincerely,
Brazos Masonry, Inc.

Jerrad Bohannon

Jerrad Bohannon
Project Manager

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 30, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0008

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Lower the Fire Line to avoid conflict with the Sanitary Sewer Line for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0008

QUOTATION :

Item	Labor	Materials	Subs	Total
Lower the Fire Line to avoid conflict with the Sanitary Sewer Line	$0.00	$0.00	$3,595.00	$3,595.00
Subcontractor Default Insurance	$0.00	$45.00	$0.00	$45.00
To Be Funded By CM Contingency	$0.00	$(3,640.00)	$0.00	$(3,640.00)
Totals	$0.00	$(3,595.00)	$3,595.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/30/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
6	OCO	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9								$0	$0	$9,499,295
10								$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,682,922**	**$225,129**	**$286,088**	**$1,034,533**	**$270,623**	**$9,499,295**	**$9,499,295**

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax: (512) 244-0489

17207 - WILCO ANIMAL SHELTER STORM CONFLICT CHANGE PROPOSAL 2

03/22/18

DESCRIPTION	Q'TY	UNIT	TOTAL BID
WATER CONFLICT			
REALIGN WATER	1	LS	
SUBTOTAL WATER CONFLICT			**$ 3,595.00**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 30, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0009

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Rerouting Wastewater Line and relocating a Fire Hydrant to avoid conflict with the Storm Sewer Line for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0009

QUOTATION :

Item	Labor	Materials	Subs	Total
Rerouting Wastewater Line and relocating a Fire Hydrant to avoid conflict the Storm Sewer Line	$0.00	$0.00	$16,917.00	$16,917.00
Subcontractor Default Insurance	$0.00	$211.00	$0.00	$211.00
To Be Funded By CM Contingency	$0.00	$(17,128.00)	$0.00	$(17,128.00)

Totals	$0.00	$(16,917.00)	$16,917.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 3/30/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
6	OCO	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
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21								$0	$0	$9,499,295
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30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,699,839**	**$208,001**	**$286,088**	**$1,034,744**	**$270,623**	**$9,499,295**	**$9,499,295**

CHASCO CONSTRUCTORS

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Round Rock, TX 78680
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Fax: (512) 244-0489

17207 - WILCO ANIMAL SHELTER 30" STORM CONFLICT CHANGE PROPOSAL

03/01/18

DESCRIPTION	Q'TY	UNIT	TOTAL BID
WASTEWATER LATERALS			
DEMO. & REPLACE CURB	5	LF	
DEMO. EXISTING LATERAL	2	EA	
NEW 4" SDR 26 LATERAL	2	EA	
SUBTOTAL WASTEWATER LATERALS			**$ 7,577.00**
FIRE HYDRANT RELOCATION			
FIRE HYDRANT ASSEMBLY	1	EA	
FIRE HYDRANT LEAD	36	LF	
DEMO. & CAP EXISTING LEAD	1	LS	
SUBTOTAL FIRE HYDRANT RELOCATION			**$ 9,340.00**

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

March 30, 2018

Dale Butler
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0010

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide remove Green Screen Columns from Metalink's Scope for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0010

QUOTATION :

Item	Labor	Materials	Subs	Total
remove Green Screen Columns from Metalink's Scope	$0.00	$0.00	$(9,016.00)	$(9,016.00)
To Be Credited To CM Contingency	$0.00	$9,016.00	$0.00	$9,016.00
Totals	$0.00	$9,016.00	$(9,016.00)	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 4/2/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Thomas Morrill

Proposal Valid for 10 Days

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
6	OCO	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
11								$0	$0	$9,499,295
12								$0	$0	$9,499,295
13								$0	$0	$9,499,295
14								$0	$0	$9,499,295
15								$0	$0	$9,499,295
16								$0	$0	$9,499,295
17								$0	$0	$9,499,295
18								$0	$0	$9,499,295
19								$0	$0	$9,499,295
20								$0	$0	$9,499,295
21								$0	$0	$9,499,295
22								$0	$0	$9,499,295
23								$0	$0	$9,499,295
24								$0	$0	$9,499,295
25								$0	$0	$9,499,295
26								$0	$0	$9,499,295
27								$0	$0	$9,499,295
28								$0	$0	$9,499,295
29								$0	$0	$9,499,295
30								$0	$0	$9,499,295
31								$0	$0	$9,499,295
32								$0	$0	$9,499,295
33								$0	$0	$21,530,927
34								$0	$0	$9,499,295
35								$0	$0	$9,499,295
36								$0	$0	$9,499,295
37								$0	$0	$9,499,295
38								$0	$0	$9,499,295
39								$0	$0	$9,499,295
40								$0	$0	$9,499,295
Current Amounts		**0**	**0**	**$7,690,823**	**$217,017**	**$286,088**	**$1,034,744**	**$270,623**	**$9,499,295**	**$9,499,295**

QUOTATION

Quote Number: 8694
Quote Date: Feb 1, 2018
Page: 1

9201 HIGHWAY 183 SOUTH
AUSTIN, TX 78747-2058
Voice: 512-243-2900
Fax: 512-243-2907

Quoted To:

VAUGHN CONSTRUCTION
6604 N Lamar
Austin, TX 78752

Ship To:

VAUGHN CONSTRUCTION
THOMAS MORRILL
WILCO REG. ANINAL SHELTER EXP.
GEOREGTOWN, TX

Customer ID	Good Thru	Payment Terms	Sales Rep
VAUGHN CONST-UNIVERS	3/3/18	Net 30 Days	DEVIN

Quantity	Item	Description	Unit Price	Amount
1.00		DELETE FURNISH & INSTALL STRUCTURAL COLUMNS INCLUDING BASE PLATES, ANCHORS, AND BUILDING TIE BACKS FOR THE GREEN SCREEN WALL. CREDIT	9,016.00	-9,016.00
1.00		ALL STRUCTURAL STEEL TO BE FURNISH AND INSTALLED BY OTHERS.		
1.00		METALINK TO FURNISH AND INSTALL GREENSCREEN PANELS, ARTISAN PANELS AND ASSOCIATED HARDWARE.		

Please note that there is a 25% re-stocking fee on all material orders that are returned or cancelled.

Subtotal	-9,016.00
Sales Tax	
TOTAL	**-9,016.00**

Thank You for your business Have a Great Day!

Williamson County
Williamson County Regional Animal Shelter
Vaughn Project No. 2491-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Court Agenda Date	Party of Initiation	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
				Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP			-	-	$7,666,840	$228,082	$300,000	$1,034,210	$270,163	$9,499,295	$9,499,295
1	OCO 1	4/24/2018	Contractor	0	0	$10,878	($10,964)	$0	$86	$0	$0	$9,499,295
2	OCO 1	4/24/2018	Contractor	0	0	($8,139)	$8,139	$0	$0	$0	$0	$9,499,295
3	OCO 1	4/24/2018	Contractor	0	0	($3,945)	$3,924	$0	$21	$0	$0	$9,499,295
4	OCO 1	4/24/2018	Architect	0	0	$412	($412)	$0	$0	$0	$0	$9,499,295
5	OCO 1	4/24/2018	Architect	0	0	$11,089	$0	($11,615)	$143	$383	$0	$9,499,295
OCO 1 Totals				**0**	**0**	**$10,295**	**$687**	**($11,615)**	**$250**	**$383**	**$0**	**$9,499,295**
6	OCO 2		Architect	0	0	$1,423	$0	($1,491)	$18	$50	$0	$9,499,295
7	OCO 2		Contractor	0	0	$769	$0	($806)	$10	$27	$0	$9,499,295
8	OCO 2		Contractor	0	0	$3,595	($3,640)	$0	$45	$0	$0	$9,499,295
9	OCO 2		Contractor	0	0	$16,917	($17,128)	$0	$211	$0	$0	$9,499,295
10	OCO 2		Contractor	0	0	($9,016)	$9,016	$0	$0	$0	$0	$9,499,295
OCO 2 Totals				**0**	**0**	**$13,688**	**($11,752)**	**($2,297)**	**$284**	**$77**	**$0**	**$9,499,295**
11										$0	$0	$9,499,295
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26										$0	$0	$9,499,295
27										$0	$0	$9,499,295
28										$0	$0	$9,499,295
29										$0	$0	$9,499,295
30										$0	$0	$9,499,295
31										$0	$0	$9,499,295
32										$0	$0	$9,499,295
33										$0	$0	$21,530,927
34										$0	$0	$9,499,295
35										$0	$0	$9,499,295
36										$0	$0	$9,499,295
37										$0	$0	$9,499,295
38										$0	$0	$9,499,295
39										$0	$0	$9,499,295
40										$0	$0	$9,499,295
Current Amounts				**0**	**0**	**$7,690,823**	**$217,017**	**$286,088**	**$1,034,744**	**$270,623**	**$9,499,295**	**$9,499,295**

Commissioners Court - Regular Session **15.**

Meeting Date: 05/01/2018

Discuss consider and take appropriate action on approval of the final plat for the Terra Del Sol at Santa Rita Ranch W Ph 1 Sec 1 subdivision - Pct 2

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 Terra Del Sol at Santa Rita Ranch West Phase 1 Section 1 subdivision - Pct 2.

Background

This is the first section of the Terra Del Sol at Santa Rita Ranch West development. It consists of 25 single family lots, 2 drainage lots, 8 open space and landscape lots, and 2,980 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Terra del Sol at Santa Rita Ranch West Ph 1 Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:41 AM
Form Started By: Adam Boatright		Started On: 04/26/2018 11:23 AM
Final Approval Date: 04/26/2018		

Commissioners Court - Regular Session **16.**

Meeting Date: 05/01/2018

Discuss consider and take appropriate action on approval of the final plat for the Business Park at Brushy Section 3 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 Business Park at Brushy Section 3 subdivision - Pct 4.

Background

This is the next section of the Business Park at Brushy Creek development. It consists of 4 lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Business Park at Brushy Creek Sec 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 12:05 PM
Form Started By: Adam Boatright		Started On: 04/26/2018 11:39 AM
Final Approval Date: 04/26/2018		

FINAL PLAT OF

BUSINESS PARK AT BRUSHY CREEK SECTION 3

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 34.44 ACRE TRACT OF LAND CONVEYED TO BRUSHY CREEK RANCH INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 199963581 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF TRACTS 1A, 2A AND ALL OF 3A, OF TEXAS HORSE COUNTRY, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET D, SLIDES 363–366 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO BRUSHY CREEK RANCH INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 2000084650 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of County Road 123 at the Southeast Corner of said Tract 3A;

THENCE S.77°55'00"W. (bearing basis) along the South Line of said Lot 3A and the North Line of Tract 4A a distance of 777.37 feet to a 1/2" iron rod set at the Southwest Corner of said Tract 3A on the East Line of said 34.44 Acre Tract;

THENCE S.01°50'51"E. (at 34.26 feet pass the Southwest Corner of Tract 4A and the Northwest Corner of Lot 15, Low Water Crossing according to the plat thereof recorded in Cabinet D, Slide 389 of the Plat Records of Williamson County, Texas) along the East Line of said 34.44 Acre Tract, in all a distance of 393.89 feet to the Southeast Corner thereof , the Southwest Corner of said Lot 15and the Center of Brushy Creek;

THENCE along the South Line of said 34.44 Acre Tract, the North Line of said Low Water Crossing, and the Center of Brushy Creek the following courses:

1. N.73°51'06"W. a distance of 49.17 feet;
2. N.89°26'56"W. a distance of 237.75 feet;
3. S.77°23'24"W. a distance of 329.88 feet;

THENCE across said 34.44 Acre Tract the following five courses:

1. N.15°43'12"W. a distance of 193.69 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
2. Northerly, along the arc of said curve to the right a distance of 280.18 feet, said curve having a radius of 260.00 feet, a central angle of 61°44'31", and a chord bearing N.15°09'03"E., 266.82 feet to a 1/2" iron rod set;
3. N.46°01'19"E. a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
4. Northerly, along the arc of said curve to the left a distance of 285.31 feet, said curve having a radius of 340.00 feet, a central angle of 48°04'44", and a chord bearing N.21°58'57"E., 277.01 feet to a 1/2" iron rod set;
5. N.02°03'26"W. a distance of 6.53 feet to a 1/2" iron rod set in the South Line of Business Park at Brushy Creek Section 1, according to the plat thereof recorded in Document No. 20160377787 of the Official Public Records of Williamson County, Texas;

THENCE along said South Line the following nine courses:

1. N.02°03'26"W. a distance of 22.92 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
2. Northeasterly, along the arc of said curve to the right a distance of 34.91 feet, said curve having a radius of 25.00 feet, a central angle of 80°00'00", and a chord bearing N.37°56'34"E., 32.14 feet to a 1/2" iron rod set;
3. N.77°56'34"E. a distance of 660.85 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
4. Northeasterly, along the arc of said curve to the left a distance of 193.72 feet, said curve having a radius of 335.00 feet, a central angle of 33°07'54", and a chord bearing N.61°22'37"E., 191.03 feet to a 1/2" iron rod set;
5. N.44°48'40"E. a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
6. Northeasterly, along the arc of said curve to the right a distance of 179.86 feet, said curve having a radius of 265.00 feet, a central angle of 38°53'14", and a chord bearing N.64°15'17"E., 176.43 feet to a 1/2" iron rod set;
7. N.83°41'54"E. a distance of 40.63 feet to a 1/2" iron rod set;
8. S.49°38'51"E. a distance of 36.36 feet to a 1/2" iron rod set;
9. N.87°00'24"E. a distance of 10.00 feet to a 1/2" iron rod set on the East Line of Tract 1A, 2A and 3A;

THENCE along said East Line the following two courses:

1. S.02°59'36"E. a distance of 129.21 feet to a 1/2" iron rod set;
2. S.01°53'08"E. a distance of 442.37 feet to the said Point of Beginning.

Containing 18.933 acres, more or less.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 26th DAY OF April, 20 18 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

KNOW ALL MEN BY THESE PRESENTS THAT BCBP DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY [OR BCBP DEVELOPMENT, INC., A TEXAS CORPORATION] OWNER OF THAT 18.933 RECORDED IN DOCUMENT NUMBER 2018025509 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.933 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "BUSINESS PARK AT BRUSHY CREEK SECTION 3" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 24 DAY OF April A. D. 2018

BCBP DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY [OR BCBP DEVELOPMENT, INC., A TEXAS CORPORATION]

BRUCE CASH, MANAGER
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY. ON THIS DAY PERSONALLY APPEARED BRUCE CASH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF April, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES (SEAL)

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

ENGINEER'S CERTIFICATION
A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48491C0515F EFFECTIVE PRELIMINARY JAN. 30, 2017

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORM WATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

J. KEITH COLLINS DATE 4/24/18
LICENSED PROFESSIONAL ENGINEER NO. 80579

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT PLAINSCAPITAL BANK, A TEXAS STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT No. 2018025509 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 18.933 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

PLAINSCAPITAL BANK, A TEXAS STATE BANK

BY: _____
T. SHAUN TUGGLE

STATE OF TEXAS
COUNTY OF

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED T. Shaun Tuggle, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF April, A. D., 2018.

Julie Zitz
NOTARY PUBLIC SIGNATURE

JULIE ZITZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-11-2019

SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

STEPHEN R. LAWRENCE DATE 4/24/18
R.P.L.S. NO. 6352
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
STEPHEN R. LAWRENCE
6352
PROFESSIONAL
LAND SURVEYOR

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, PE, DR, CFM DATE 4/26/18
COUNTY ENGINEER

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND 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 DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., IN THE 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 RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: NOV. 17, 2017

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND2501-2550\2510\dwg\2510-PLAT.dwg 4/24/2018 12:06:36 PM CDT

Commissioners Court - Regular Session **17.**

Meeting Date: 05/01/2018

El Amistad 50th Anniversary

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation honoring El Amistad Club of Round Rock on their 50 years of great work inspiring future leaders to pursue their education and life goals.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

El Amistad 50th Anniversary Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/25/2018 10:58 AM
Form Started By: Garry Brown		Started On: 04/25/2018 08:44 AM
Final Approval Date: 04/25/2018		

PROCLAMATION

WHEREAS, El Amistad Club of Round Rock is a non-profit, civic organization with the goal of inspiring the leaders of tomorrow; and

WHEREAS, El Amistad Club was founded in 1968 by civic leaders with dedicated commitment to Education, Community Service, Recognition of Veterans, and the Promotion of Hispanic Cultural Awareness; and

WHEREAS, over the last 50 years, El Amistad Club has awarded over $2,000,000 in scholarships to thousands of graduating high school students desiring to further their education; and

WHEREAS, in 2017 alone, El Amistad Club awarded over $90,000 in scholarships to deserving students in the Round Rock and surrounding school districts; and

WHEREAS, this year El Amistad Club was recently recognized as a *Round Rock Community Legend* and will proudly celebrate "50 Years of Giving"; and

WHEREAS, El Amistad Club lives up to its motto: *El amistad es mas que oro!* Friendship is worth more than gold.

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court hereby congratulates El Amistad Club of Round Rock on their first 50 years of achievement and wishes them continued success on their next 50 years.

Signed on this date: _____

_____

Dan Gattis, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Larry Madsen, Commissioner Precinct 4

Commissioners Court - Regular Session **18.**

Meeting Date: 05/01/2018

Proclamation

Submitted By: Wendy Coco, County Judge

Department: Museum

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the month of May as National Preservation Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	04/26/2018 10:04 AM
Form Started By: Wendy Coco		Started On: 04/26/2018 10:03 AM
Final Approval Date: 04/26/2018		

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing commercial districts, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the local theme for National Preservation Month 2018 cosponsored by the Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, Preservation Georgetown, Southwestern University, The Williamson Museum, the Georgetown Cultural District, the Williamson County Historical Commission, Round Rock Preservation, Round Rock Historic Preservation Commission and the National Trust for Historic Preservation;

NOW, THEREFORE, I, DAN GATTIS,
County Judge of Williamson County, TEXAS, do hereby proclaim May 2018, as

NATIONAL PRESERVATION MONTH

and call upon the people of Williamson County, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

Commissioners Court - Regular Session **19.**

Meeting Date: 05/01/2018

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Lydia Linden		Started On: 04/18/2018 11:33 AM
Final Approval Date: 04/18/2018		

Commissioners Court - Regular Session **20.**

Meeting Date: 05/01/2018

DB Wood at SH 29 TCEQ Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the DB Wood at SH 29 project, a Road Bond project in Commissioner Precinct 3.

Background

The DB Wood at SH 29 project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of Unintech Consulting Engineers Inc., the Design Engineer, to submit the needed WPAP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DBWoodAtSH29AgentAuthorizationForm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Dawn Haggard		Started On: 04/23/2018 01:01 PM
Final Approval Date: 04/26/2018		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Dan A. Gattis,
Print Name

Willaimson County Judge,
Title - Owner/President/Other

of County of Willaimson, Texas,
Corporation/Partnership/Entity Name

have authorized Joseph Zhu, PE
Print Name of Agent/Engineer

of Unintech Consulting Engineers, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _Texas___ §

County of __Williamson___ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **21.**

Meeting Date: 05/01/2018

Discuss consider and take appropriate action on approving a variance request to the WCSR from Sonwest Co for Sonterra West Section 12B Pct 3

Submitted For: Terron Evertson **Submitted By:** Doug Woodall, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra West, Section 12B - Pct 3

Background

The developer of the Sonterra West subdivision is requesting a variance from the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

12B Varinace Request.pdf

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Doug Woodall		Started On: 04/25/2018 10:03 AM
Final Approval Date: 04/26/2018		

April 16th, 2018

From:
Andrew Bilger
Vice President
Sonwest, Co.
512-738-1411

To:
J. Terron Evertson, PE, CFM, DR
County Engineer
Williamson County, TX
tevertson@wilco.org
(512) 943-3330

Terron,

As previously discussed, Sonwest Co., a land development company currently developing Sonterra Section 12, Phase B, a condominium development in Jarrell, is requesting a variance(s) to the Williamson County Subdivision Regulations (Adopted October 24, 2017), under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated March 13th, 2018, now attached as Exhibit A, for Sonterra Section 12, Phase B, including but not limited to all variances and waivers addressed within the letter we specifically request the following variances from the Sections of the Williamson County Subdivision Regulations:

- Variance to Section 9.1
- Variance to Section 2.3
- Variance to Section 9.9
- Variance to Section B3.6.3
- Variance to Section B3.7.2
- Variance to Section B3.7.6
- Variance to ATCM, Table 1-7
- Variance to Section B3.6.4
- Variance to Section B3.8.4
- Variance to Section B4 thru B6
- Variance to Section B8 thru B9
- Variance to Section B11.2.4
- Variance to Section B8.1
- Variance to Section F2.2

Sonwest Co. hereby acknowledges Williamson County position that it understands that:

1. In the event the herein requested variances are granted, that such variances will only be applicable to the Sonterra Section 12, Phase B condominium development in Jarrell and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by Sonwest Co. in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations;
2. In the event the herein requested variances are granted, Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements within the Sonterra Section 12, Phase B and that such obligations shall rest solely on Sonwest Co., its successor, other governmental entity and/or the development's property/unit owners association but, in on event, on Williamson County; and
3. All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

Sonwest Co. requests to be on the April 24th, 2018 Commissioners Court Agenda. We appreciate the County's work on this issue.

Regards,
Andrew Bilger
Sonwest Co.
512-738-1411



EXHIBIT A

From: Doug Woodall [mailto:doug.woodall@wilco.org]
Sent: Tuesday, March 13, 2018 3:03 PM
To: Jennifer Franklin @PD <JFranklin@pape-dawson.com>
Subject: Sonterra 12B Condominium - Preliminary Plan Review Comments

Williamson County has completed review of the preliminary plans submission for Sonterra West Section 12B Condominiums. Based on current plan requirements for condominium developments, the following comments are offered for your consideration:

Private Roads

- WCSR Sec 9.9 requires that the Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.

General Comments / General Notes

- Variance Required – The plans must include the Williamson County pavement construction notes as found in Sections B4 through B9 of the Williamson County Subdivision Regulations.
- Plans are to be signed, sealed and dated by a license professional engineer.
- Once available, please forward a copy of the drainage report and the complete geotechnical report, including pavement recommendations specific to this project.
- Variance Required –The minimum setback requirement per Appendix F2 is 25 feet from the edge of the right-of-way. In addition to the variance, please indicate building setbacks proposed for this development (from back of curb, edge of PUE or similar).
- The plan set is incomplete. As noted on the cover sheet, only the roadway and drainage features were submitted. WCSR 7.6 requires that the plans shall show the location of water, sanitary sewer and storm sewer utilities, and shall show proposed easements for privately-owned utilities (electric, cable television, gas, telephone, etc.). These plans shall include the design requirements as described in Appendix B, Engineering Guidelines. Please submit a full set of plans.
- For the roadway segments crossing under the existing utility easement, please provide documentation from the Utility Provider that they have extinguished / will extinguish their easement rights at those locations that encroach on the existing overhead electric utility line easement and those locations will become publicly accessible roadways.

P&P Sheet / Typical Section

- Variance Required – Minimum design speed for local roadways is 25 MPH. The Plans propose a 20 MPH design speed.
- Variance Required – The minimum width for urban local streets is 30 feet LOG/LOG, utilizing a 6-inch barrier curb. Proposed 26 feet face to face with a lay-down curb.
- Variance Required – Per WCSR B3.7.6, all roads with fire hydrants shall have a minimum paved width of 26 feet, exclusive of shoulders and/or curb.
- Variance Required – The minimum vertical landing length approaching intersections is 50' for local roads with a maximum grade of 2% (ATCM).

- Variance Required – Private parking areas/spaces are not allowed along public streets (re: WCSR Sec 9.1).
- Variance Required – Per WCSR B3.8.4 Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having a throat length more than 150 feet, constructed in accordance with the requirements of this Appendix. *Hammerhead design will not be allowed*; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided.

Drainage

- Variance Required – Maximum allowable distance for sheet (overland) flow is 100 feet. Sheets 16 references sheet flows of 150 feet.
- Variance Required – On curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10-year storm. Please provide calculations showing this requirement is met.

Signs/Pavement Markings

- Variance Required – per WCSR B10.3, a speed limit of 25 mph is required for local roads.
- Per WCSR B3.8.3 "No Outlet" signs shall be placed at the entrance to all dead-end roads.

If you have any questions or need additional information, please advise.

Commissioners Court - Regular Session **22.**

Meeting Date: 05/01/2018

Discuss consider and take appropriate action on approving a variance request for Bellagio at Santa Rita Ranch

Submitted For: Terron Evertson **Submitted By:** Doug Woodall, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Santa Rita C7 Investments, LLC for Bellagio at Santa Rita Ranch, Precinct-3

Background

The developer of the Bellagio at Santa Rita Ranch subdivision is requesting a variance from the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bellagio variance

Bellagio map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Doug Woodall		Started On: 04/25/2018 03:16 PM
Final Approval Date: 04/26/2018		

April 6, 2018

From: Ed Horne
Santa Rita C7 Investments, LLC
8200 N. Mopac, Suite #300
Austin, Texas 78759

To: J. Terron Evertson, PE, CFM
County Engineer
3151 SE Inner Loop, Suite B
Williamson County, Texas 78626
tevertson@wilco.org
(512) 943-3330

Re: Request for Variances
Bellagio at Santa Rita Ranch (RJE Job #2549)

Dear Mr. Evertson:

Santa Rita C7 Investments, LLC is requesting certain variances to the Williamson County Subdivision Regulations (adopted August 20, 2013) in accordance with Section 10, titled Variances. The Bellagio at Santa Rita Ranch project in question is a private, condominium-type development. It consists of two lots totaling approximately 155 acres separated by a public collector roadway (Tierra Rosa Boulevard). The development is part of the Santa Rita Ranch development and located adjacent to, and south of, the Santa Rita Ranch Ph 1 development which is currently under various stages of development and/or construction. The preliminary plat for Bellagio at Santa Rita Ranch was approved by the Williamson County Commissioners Court on January 24, 2017.

Lot 1 will be divided into three phases and Lot 2 will be divided into two phases. Construction plans for Lot 1 Phase 1 have been completed and have received partial approval. However, this variance request is being made for both Lot 1 and Lot 2.

This variance(s) is being requested to relieve the potential economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

It is understood that at the time of the granting of these variances, Williamson County has only reviewed construction plans for Bellagio at Santa Rita Ranch, Lot 1 Phase 1. Plans have not been submitted or reviewed by the County for Lot 1, Phases 2 and 3 and Lot 2 Phases 1 and 2. Any variance not included in this overall request will require an additional variance request from the Williamson County Commissioner's Court, and must be received within three years from the date of approval of this variance request. The backup material provided is specific to Bellagio at Santa Rita Ranch, Lot 1, Phase 1. However a general utility layout showing the proposed road alignments, lot layouts, trails, drainage, systems and

utility layouts are provided for informational purposes for the remainder of the development for Lot 1 and also for Lot 2, Phase 1 and 2.

We specifically request the following variances and/or waivers from the referenced sections of the of the Williamson County Subdivision Regulations (WCSR) and/or City of Austin Transportation Criteria Manual (ATCM):

- Variance to **¶B3.6.3 and Appendix G**, Pavement Cross Section in an Urban Residential Subdivision – **Standard:** *The width of the travel way shall be 30 feet.* **Provided:** The roadway section for this development will be 30 feet back-of-curb to back-of-curb and 4-inch rolled curb. The local streets within the remainder of Lot 1 and all of Lot 2 will incorporate this same cross section.
- Waiver to **¶5.3.1 (H) ATCM**, Single Joint Use Driveway – **Standard:** *No more than three (3) residences may be served by a single joint use driveway without constructing to private road standards.* **Provided:** The joint use driveways proposed in Lot 1 Phase 1 will serve a total of 68 homes and are being built to public road standards, except as provided by this variance. The remainder of Lot 1 and all of Lot 2 will be similar in design.
- Variance to **¶B3.8.1**, Dead End Roads and Cul-de-Sacs - **Standard:** *...residential dead end roads having a throat length longer than 150 feet shall have a cul-de-sac with a minimum...50 feet to LOG.* **Provided:** Road "E" (Sheet 16) has a throat length of approximately 200 feet but incorporates a cul-de-sac with a 40-foot radius. All construction plans for this development are, or will be, reviewed for approval by Emergency Services District No. 4 (Liberty Hill Fire Department).
- Variance to **¶1.3.2 Table 1-7 (ATCM)** Minimum Horizontal Landing Length – **Standard:** *The minimum vertical landing length (grade <2%) approaching intersections for local streets is 50 feet.* **Provided:** The vertical grade along Road "E" is 3.4% along the required 50 feet. This grade has been flattened as much as practical to accommodate interior grading and drainage from the proposed structures. Due to the existing topography, there may be other areas with this development where the minimum vertical landing length of <2% cannot be achieved. In such cases, these grades will be flattened as much as practical. For future sections within this development, we would request this variance to allow up to a 4% landing, which is consistent with the City of Austin Alternative Geometric guidelines.
- Variance to **¶B2.2**, Road Alignments – **Standard:** *Unless all lots in a subdivision have an area of 5 acres or greater, road segments that have homes taking direct access onto them shall have a maximum spacing of 1,500 feet between stop conditions or 90° turns.* **Provided:** Due to the unique design characteristics of this private condominium development, several of the roads (for example, Road "A" and Road "B") will exceed the 1,500-foot maximum length at ultimate buildout. This will also occur within the future sections proposed for this project.
- Waiver for Private Parking Areas - **Standard:** *Private parking areas/spaces are not allowed along public streets.* **Provided:** Approximately 28 parking spaces are planned along a single low speed roadway (Road "C") to be built as part of an amenity center in a future phase of Lot 1. Future Phases of Lot 1 and 2 may also be designed with parking spaces along the private drives to allow parking for access to greenbelt or overflow parking areas for guests.

In the event the herein requested variances are granted, that such variances will only be applicable to the Bellagio at Santa Rita Ranch development and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by Santa Rita C7 Investments, LLC in

Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations.

Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements within the Bellagio at Santa Rita Ranch development and that such obligations shall rest solely on Santa Rita C7 Investments, LLC, its successor, and/or the development's property/unit owner's association but in no event on Williamson County. Furthermore, Santa Rita C7 Investments, LLC will place signs at each entrance to Bellagio at Santa Rita Ranch notifying property owners and the public that all roadways within the development are private and are not maintained by Williamson County.

All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

Santa Rita C7 Investments, LLC appreciates Williamson County's work on this issue and requests to be on the next available Commissioners Court meeting agenda for approval of these variances.

Regards,

Ed Horne
Santa Rita C7 Investments, LLC

PRELIMINARY PLAN OF

BELLAGIO AT SANTA RITA RANCH



GRAPHIC SCALE

(IN FEET)
1 inch = 800 ft.

DATE: FEB. 19, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

Commissioners Court - Regular Session **23.**

Meeting Date: 05/01/2018

Sheriff's Office Training Center, P323 - Utility Easement Agreement

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Public Utility and Access Easement Agreement between Williamson County, as Grantor, and Jonah Water SUD, as Grantee, for water services to the Williamson County Sheriff's Office Training Center.

Background

To provide water service to the new Williamson County SOTC Building, it is necessary to extend the existing Jonah water line further East along Chandler Road. This requires an easement on Williamson County property that starts at the West end of the County property and extends East to the SOTC driveway.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Gina Wrehsnig		Started On: 04/26/2018 07:02 AM
Final Approval Date: 04/26/2018		

PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

Williamson County ("Grantor," whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **JONAH WATER SPECIAL UTILITY DISTRICT**, whose address is 4050 FM 1660, Hutto, Texas 78634 ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 73.12 acres, being the property of Grantor which is more particularly described on Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto or Document # 9700137,9700137, 2016117671, located in Williamson County, Texas; and incorporated herein by reference. At the time the first water line and related facilities are installed in the designated course, the Easement herein granted shall be limited to a strip of land fifteen feet in width, the center line of which being the installed water line (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related public utility facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related public utility facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following:

_____.

TEMPORARY CONSTRUCTION EASEMENT:

In addition to the Easement granted, Grantee is hereby granted and conveyed a temporary construction easement ("Construction Easement") twenty-five (25) feet in width upon and across the property of Grantor and immediately adjacent to the Easement ("Construction Easement Area") for the construction and installation of the facilities, including but not limited to, the water lines with related facilities to be located upon the Easement Tract. The Construction Easement shall terminate and be of no further force or effect upon completion of original construction of such facilities and acceptance of the facilities by Grantee for operation and maintenance.

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this _____ day of _____, 20___.

GRANTOR: By: _____

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS

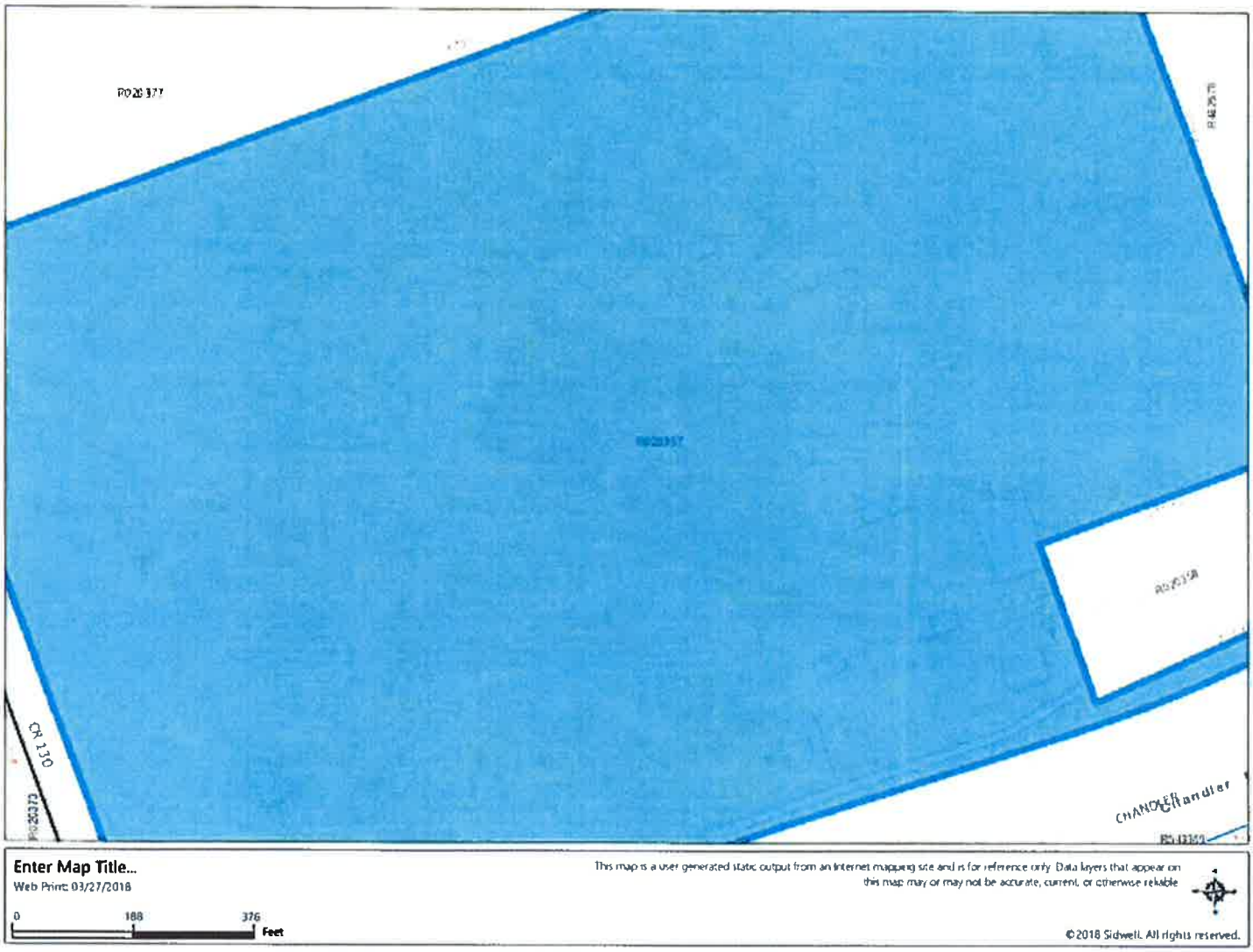
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the _____ day of _____, 20____.

By _____, _____.

_____
NOTARY PUBLIC STATE OF TEXAS

EXHIBIT "A"



Enter Map Title...
Web Print: 03/27/2018

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EXHIBIT "B"

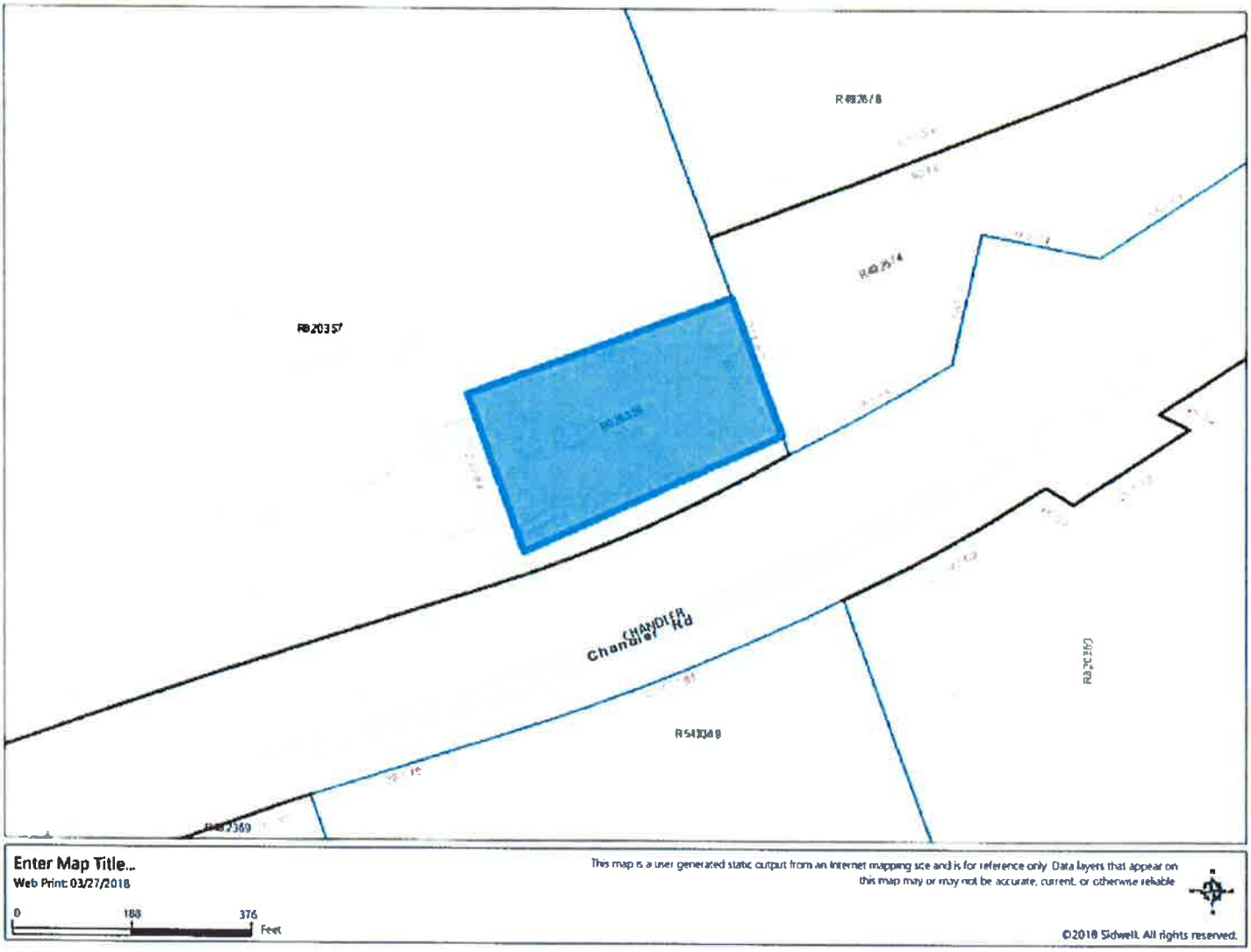
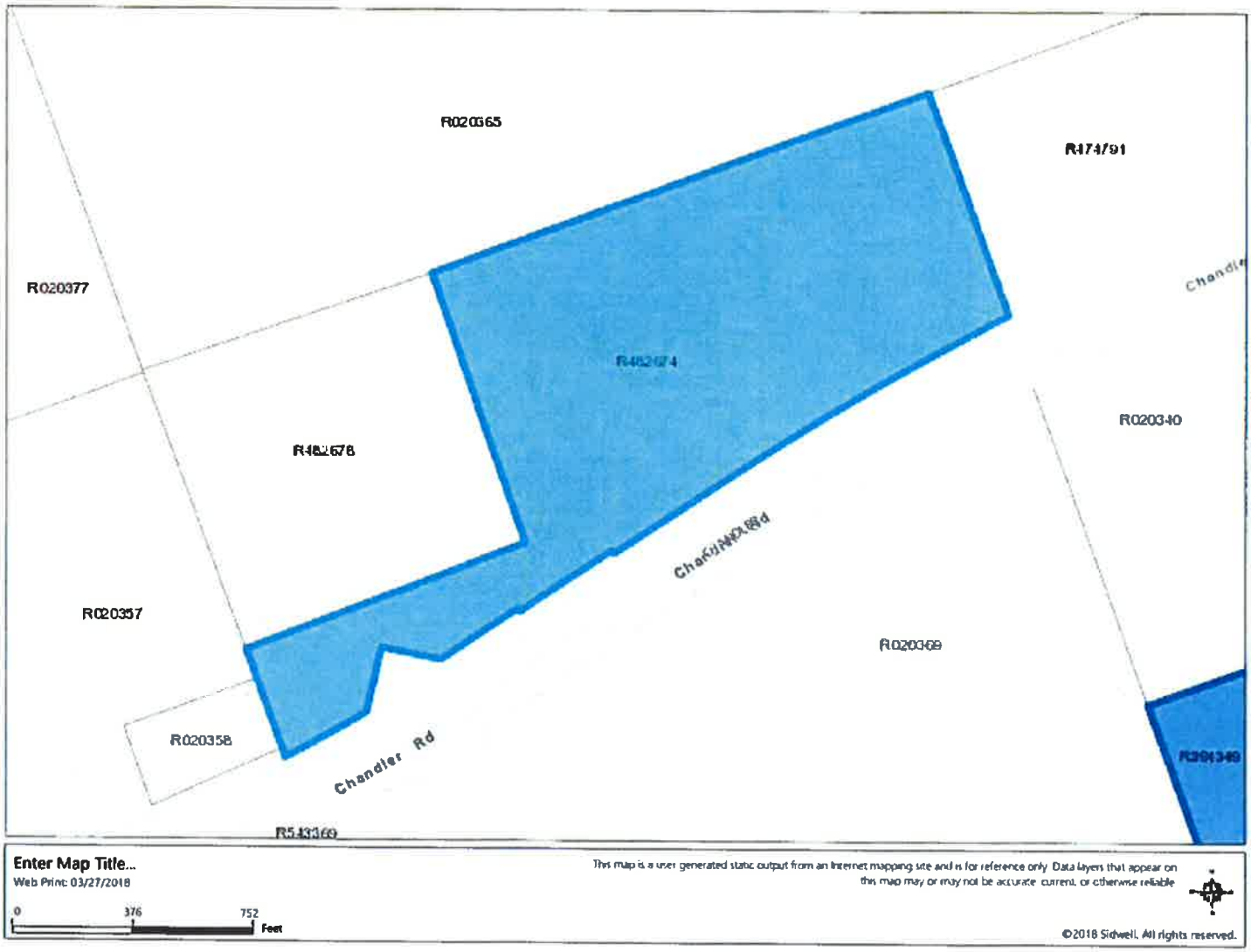

Chandler Rd
CHANDLER
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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EXHIBIT "C"



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Web Print: 03/27/2018

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Commissioners Court - Regular Session **24.**

Meeting Date: 05/01/2018

N Mays Contract

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 Brian and Trina Dee for right of way needed on the N. Mays Project (Parcel 4). Funding Source: Road Bonds P224

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dee Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:13 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2018 10:05 AM
Final Approval Date: 04/26/2018		

REAL ESTATE CONTRACT
North Mays Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by BRIAN T. DEE and TRINA D. DEE (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 1.418 acre (61,767 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

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

ARTICLE II
PURCHASE CONSIDERATION

2.01. As consideration for the Property, any improvements on the Property, and any damage to or cost of cure for the remaining property of Seller, Purchaser shall cause the following described tract of land to be conveyed to Seller:

> All of that certain 0.406 acre tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 4-EXCH**);

together with all and singular the rights and appurtenances pertaining to the property, (all of such real property, rights, and appurtenances being referred to in this Contract as the "Exchange Property"), and any improvements situated on and attached to the Exchange Property described in Exhibit "B" not otherwise agreed herein to be retained by Purchaser, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

BN

Additional Consideration and Special Provisions

2.02. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense one (1) driveway connection of up to twenty-five (25) feet in width with twenty-five (25) foot radii, between the proposed North Mays roadway improvements and the remaining property of Seller and (ii) to assist in obtaining any final permitting confirmation from the City of Round Rock necessary for such driveway construction. The driveway permitted herein shall be located at approximately Station 35+00R of the proposed North Mays roadway improvements (as identified on Exhibit "C" attached hereto and incorporated herein). Seller shall be responsible for all costs of driveway design and construction, and for complying with all drainage culvert sizing regulations of Purchaser, City of Round Rock other applicable regulatory jurisdiction prior to beginning construction of the driveway, and construction shall otherwise comply with any design specifications required by any applicable City of Round Rock code requirements or development rules.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
Representations and Warranties of Seller

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

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

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

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

Representations and Warranties of Purchaser

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

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

(2) Purchaser has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Exchange 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 May 15, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

The Deed for the Property shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(1) Deliver to Seller a duly executed and acknowledged Deed conveying good and indefeasible title to Seller in fee simple to all of the Exchange Property described in Exhibit "B", 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 for the Exchange Property shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Brian T. Dee

Address: P.O. Box 186
Thorndale Tx 76577

Date: 4/24/18

Trina D. Dee

Address: P. O. Box 186
Thorndale Tx 76577

Date: 4/24/18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 4
Highway: N. Mays Extension

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 1.418 ACRE (61,767 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 26.864 ACRE TRACT OF LAND CONVEYED TO BRIAN T. & TRINA D. DEE BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040866 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.418 ACRE (61,767 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "DIAMOND SURVEYING" found, being the southeasterly corner of that called 1.691 acre tract of land conveyed to Wheeler Coating Asphalt, Inc. by instrument recorded in Document No. 2000081595 of the Official Public Records of Williamson County, Texas, same being in the northerly boundary line of Lot 1, Tellabs Subdivision, a subdivision of record in Cabinet T, Slide 141-143 of the Plat Records of Williamson County, Texas, also being an ell corner in the southerly boundary line of said remainder of 26.864 acre tract and an ell corner in the proposed easterly Right-of-Way (ROW) line of North Mays Street (ROW width varies);

THENCE, with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, same being said proposed easterly ROW line, the following two (2) courses;

N 12°22'48" W for a distance of 76.74 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 117.55 feet right of proposed North Mays Baseline Station 37+21.59 for an angle point;

N 11°03'20" W for a distance of 107.85 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" (Grid Coordinates determined as N=10171746.68, E=3128929.62 (TxSPC Zone 4203) set 69.30 feet right of proposed North Mays Baseline Station 38+18.64, being the northeasterly corner of said 1.691 acre tract, same being an angle point in said southerly boundary line of the remainder of 26.864 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said proposed easterly ROW line, continuing with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, the following three (3) courses:

1) Along a non-tangent curve to the right, having a delta angle of **18°51'08"**, a radius of **200.00** feet, an arc length of **65.81** feet and a chord which bears **N 85°50'21" W** for a distance of **65.51** feet to a calculated point of tangency;

2) **N 76°24'49" W** for a distance of **41.93** feet to a calculated point of curvature to the left;

3) Along said curve to the left, having a delta angle of **21°10'28"**, a radius of **300.00** feet, an arc length of **110.87** feet and a chord which bears **N 87°00'04" W** for a distance of **110.24** feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 144.45 feet left of proposed North Mays Baseline Station 37+80.39, being in the proposed westerly ROW line of North Mays Street, for the southwesterly corner of the herein described tract and from which a 1/2" iron rod found, being a point of tangency in said common boundary line bears on the extension of said curve, having a delta angle of 04°15'20", a radius of 300.00 feet, an arc length of 22.28 feet and a chord which bears S 80°17'02" W at a distance of 22.28 feet;

THENCE, departing said 1.691 acre tract, through the interior of said remainder of 26.864 acre tract, with said proposed westerly ROW line, the following two (2) courses:

4) **N 07°18'36" E** for a distance of **3.28** feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 144.92 feet left of proposed North Mays Baseline Station 37+83.64;

5) N 05°53'19" W for a distance of 48.01 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 162.45 feet left of proposed North Mays Baseline Station 38+28.33 in the northerly boundary line of said remainder of 26.864 acre tract, same being in the southerly boundary line of Lot 2-A, Resubdivision of Lot 1, Block A, MKM Addition, a subdivision of record in Cabinet P, Slide 232-234 of the Plat Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the common boundary line of said Lot 2-A, said remainder of 26.864 acre tract, and said proposed westerly ROW line, the following two (2) courses:

6) N 78°09'17" E for a distance of 67.82 feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found 102.22 feet left of proposed North Mays Baseline Station 38+59.52, being an angle point in said westerly boundary line of the remainder of 26.864 acre tract, same being the southeasterly corner of said Lot 2-A, for an angle point;

7) N 18°44'18" E for a distance of 158.05 feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found 93.38 feet left of proposed North Mays Baseline Station 40+17.32, being in the southwesterly boundary line of that called 0.0367 acre tract of land conveyed to the City of Round Rock, Texas by instrument recorded in Volume 548, Page 227 of the Deed Records of Williamson County, Texas, for an angle point, and from which a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being the westerly corner of said 0.0367 acre tract, same being an angle point in said Lot 2-A bears N 54°32'33" W at a distance of 13.53 feet;

THENCE, departing said Lot 2-A, with the common boundary line of said 0.0367 acre tract and said remainder of 26.864 acre tract, and continuing with said proposed westerly ROW line, the following three (3) courses:

8) S 54°32'33" E for a distance of 26.47 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 68.49 feet left of proposed North Mays Baseline Station 40+08.29, being the southerly corner of said 0.0367 acre tract, for an ell corner of the herein described tract;

9) N 35°27'27" E for a distance of 40.00 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 54.85 feet left of proposed North Mays Baseline Station 40+45.91, being the easterly corner of said 0.0367 acre tract, for an ell corner of the herein described tract;

10) N 54°32'33" W for a distance of 40.00 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 92.46 feet left of proposed North Mays Baseline Station 40+59.53, for the northerly corner of said 0.0367 acre tract, same being the common boundary corner of said Lot 2-A and Lot 2, The Ridge At Round Rock Replat, a subdivision of record in Cabinet R, Slide 101 of the Plat Records of Williamson County, Texas, for an angle point;

11) THENCE, departing said 0.0367 acre tract and said Lot 2-A, with the common boundary line of said Lot 2 and said remainder of 26.864 acre tract, same being said proposed westerly ROW line, N 18°39'46" E, at a distance of 48.30 feet pass a 1/2" iron rod with aluminum cap stamped "Ref/Witness" set 89.82 feet left of proposed North Mays Baseline Station 41+07.76, and continuing for a total distance of 98.30 feet to a calculated point in the channel of Chandler Creek, 87.09 feet left of proposed North Mays Baseline Station 41+57.68, being the northwesterly corner of said remainder of 26.864 acre tract, same being an angle point in the easterly boundary line of said Lot 2, also being in the southerly boundary line of Lot 1, Block "A", Cypress Addition, a subdivision of record in Cabinet N, Slide 266-268 of the Plat Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE, departing said Lot 2, with the common boundary line of said Lot 1, and said remainder of 26.864 acre tract, same being said channel of Chandler Creek and said proposed westerly ROW line, the following two (2) courses:

12) S 65°40'32" E for a distance of 6.52 feet to a calculated point, 80.64 feet left of proposed North Mays Baseline Station 41+56.68, for an angle point;

13) N 75°43'18" E for a distance of 18.03 feet to a calculated angle point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, and from which a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being the most westerly "Witness" for the described channel of said Chandler Branch depicted on said Cypress Addition, bears N 70°31'37" W at a distance of 134.86 feet;

THENCE, departing said proposed westerly ROW line, continuing with the common boundary line of said Lot 1, and said remainder of 26.864 acre tract, continuing with said channel of Chandler Creek, the following two (2) courses:

14) **N 75°43'18" E** for a distance of **100.87** feet to a calculated angle point;

15) **S 65°15'12" E** for a distance of **37.96** feet to a calculated angle point in the proposed easterly ROW line of North Mays Street, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, for the northeasterly corner of the herein described tract, and from which a 1/2" iron rod found disturbed, being the "Witness" for the described channel of said Chandler Branch depicted on said Cypress Addition, bears S 60°04'07" E at a distance of 75.25 feet;

THENCE, departing said Lot 1, same being said channel of Chandler Creek, through the interior of said remainder of 26.864 acre tract, with said proposed easterly ROW line, the following two (2) courses:

16) **S 15°31'49" W,** at a distance of 50.00 feet pass a 1/2" iron rod with aluminum cap stamped "Ref/Witness" set 60.00 feet right of proposed North Mays Baseline Station 41+59.71, and continuing for a total distance of **372.49** feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 60.00 feet right of proposed North Mays Baseline Station 38+37.22, for an angle point;

17) **S 11°03'20" E** for a distance of **20.77** feet to the **POINT OF BEGINNING,** containing 1.418 acres (61,767 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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

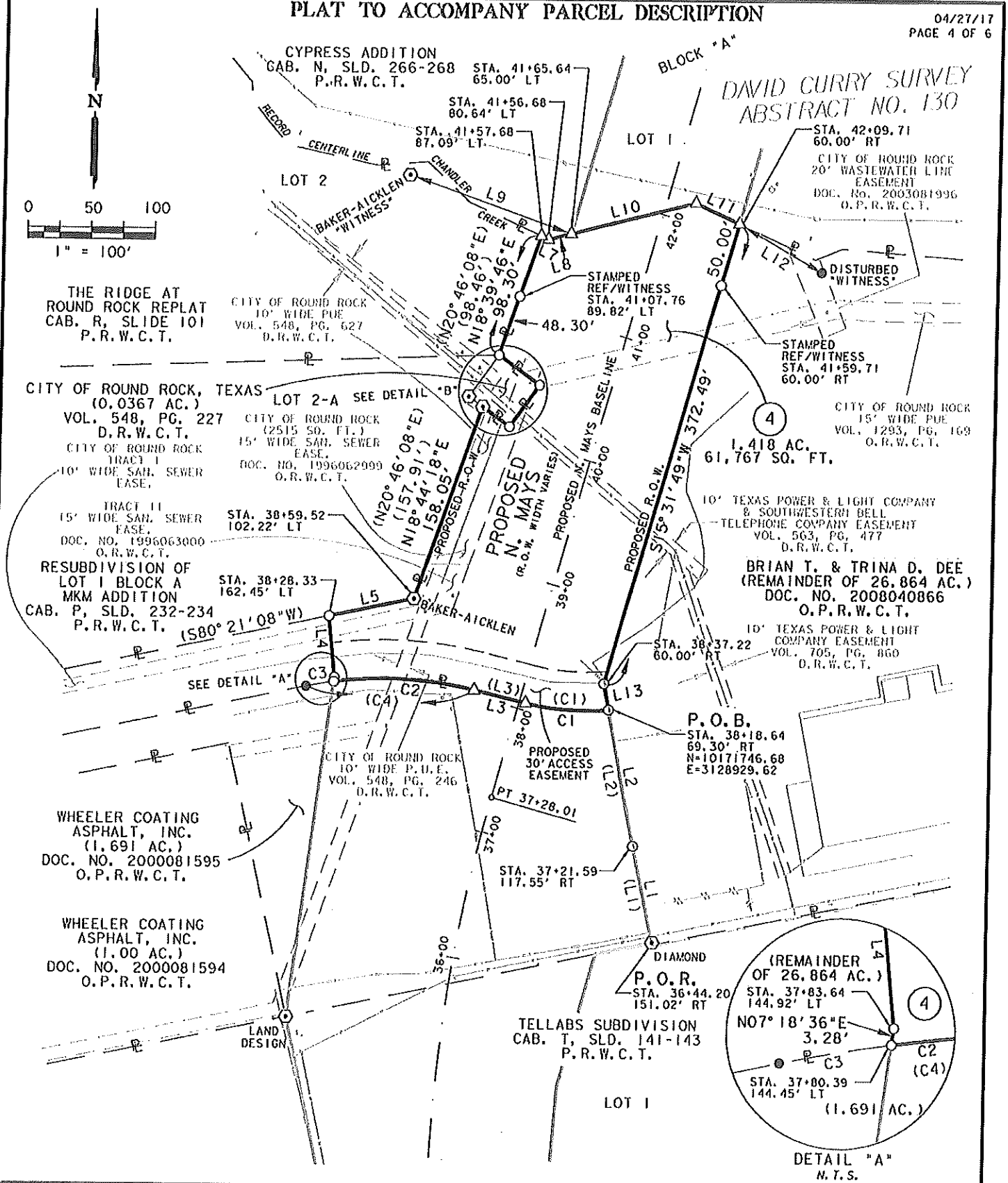
Lawrence M. Russo — 4/28/2017
Lawrence M. Russo — Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/27/17
PAGE 4 OF 6



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BRIAN T. & TRINA D. DEE

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

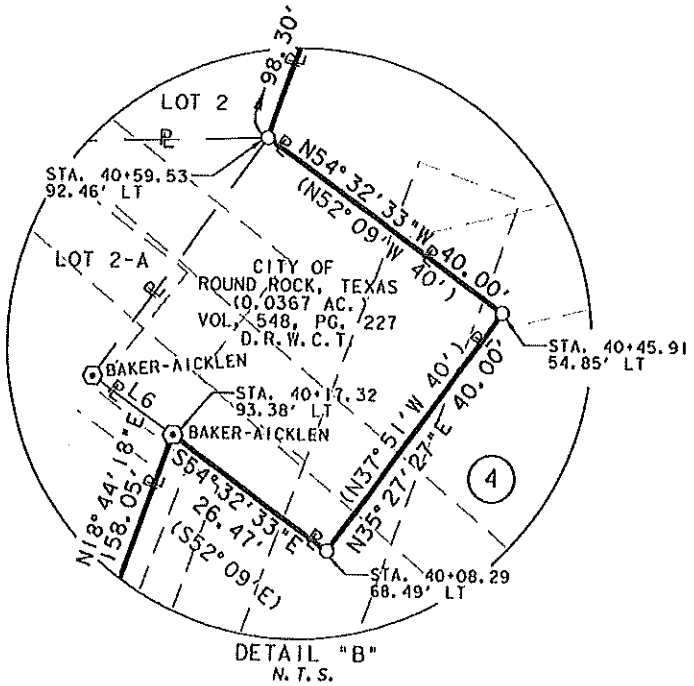
PARCEL 4

S:\=LJA\NMAYS EXT\PARCELS\PARCEL 4 DEE BRIAN & TINA\DEE-REV-042717.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18°51'08"	200.00'	65.81'	65.51'	N85°50'21"W
(C1)	(18°51'03")	(200.00')	(65.80')	(65.51')	(S83°26'56"E)
C2	21°10'28"	300.00'	110.87'	110.24'	N87°00'04"W
C3	04°15'20"	300.00'	22.28'	22.28'	S80°17'02"W
(C4)	(25°25'50")	(300.00')	(133.15')	(132.06')	(S86°44'19"E)



NUMBER	DIRECTION	DISTANCE
L1	N12°22'48"W	76.74'
(L1)	(N09°59'56"W)	(76.61')
L2	N11°03'20"W	107.85'
(L2)	(N08°39'55"W)	(107.85')
L3	N76°24'49"W	41.93'
(L3)	(S74°01'24"E)	(41.93')
L4	N05°53'19"W	48.01'
L5	N78°09'17"E	67.82'
L6	N54°32'33"W	13.53'
L7	S65°40'32"E	6.52'
L8	N75°43'18"E	18.03'
L9	N70°31'37"W	134.86'
L10	N75°43'18"E	100.87'
L11	S65°15'12"E	37.96'
L12	S60°04'07"E	75.25'
L13	S11°03'20"E	20.77'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BRIAN T. & TRINA D. DEE

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 4

S:*LJA\NMAYS EXT\PARCELS\PARCEL 4 DEE BRIAN & TINA\DEE-REV-042717.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◎	½" IRON PIPE FOUND UNLESS NOTED
X	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293985-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 1, 2017, ISSUE DATE MARCH 7, 2017.

10G. WATER FLOWAGE, IMPOUNDMENT, AND INUNDATION EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 423, DEED OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

H. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 627, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 563, PAGE 477, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK RECORDED IN VOLUME 704, PAGE 820 AS CORRECTED ON VOLUME 714, PAGE 416, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 705, PAGE 860, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

L. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1293, PAGE 169, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. WATERLINE/WASTEWATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1438, PAGE 435, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 1996062999, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

O. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT. NO. 1996063000, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

P. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003081996, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 04/28/2017

LAWRENCE M. RUSSO DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	1.418	61,767
CALC/DEED AREA	25.274	1,100,935
REMAINDER AREA	23.856	1,039,168

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BRIAN T. & TRINA D. DEE

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 4

S:*LJA\NMAYS EXT\PARCELS\PARCEL 4 DEE BRIAN & TINA\DEE-REV-042717.dgn

EXHIBIT B

County: Williamson
Parcel: City of Round Rock, Texas
Highway: N. Mays

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.406 ACRE (17,670 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 76.635 ACRE LOT 1, FINAL PLAT OF TELLABS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET T, SLIDE 141-143 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF ROUND ROCK, TEXAS AND RECORDED IN DOCUMENT NO. 2005096016 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.406 ACRE (17,670 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" capped iron rod stamped "DIAMOND" found, 151.02 feet right of proposed North Mays Baseline Station 36+44.19, (Grid Coordinates determined as N=10171565.88, E=3128966.74 (TxSPC Zone 4203), being the southeasterly corner of a 1.691 acre tract (Tract II) of land described in General Warranty Deed to Oldcastle Materials Texas, Inc. and recorded in Document No. 2017047439 of the Official Public Records of Williamson County, Texas, same being southwesterly corner of the remainder of that called 26.864 acre tract of land described in Warranty Deed with Vendor's Lien to Brian T. & Trina D. Dee and recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, also being the northerly boundary line of said Lot 1, for the **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said 1.691 acre tract, with the common boundary line of said Lot 1, and said 26.864 acre remainder tract, **N 78°12'07" E**, for a distance of **136.62** feet to a 1/2" iron rod with plastic cap stamped "INLAND-5050" set 274.80 feet right of proposed North Mays Baseline Station 37+14.03, for the northeasterly corner of the herein described tract;

2) **THENCE,** departing said 26.864 acre remainder tract, through the interior of said Lot 1, **S 42°34'33" W** for a distance of **315.22** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 94.13 feet right of proposed North Mays Baseline Station 34+09.16, being in the proposed easterly ROW line of said North Mays Street, for the southerly corner of the herein described tract;

THENCE, continuing through the interior of said Lot 1, with said proposed easterly ROW line, the following two (2) courses:

3) **N 04°05'17" E** for a distance of **91.77** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 95.57 feet right of proposed North Mays Baseline Station 35+08.47, for an angle point;

4) **N 15°31'49" E** for a distance of **107.33** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 109.41 feet right of proposed North Mays Baseline Station 36+24.45, being in the common boundary line of said 1.691 acre tract and said Lot 1 and from which a 1/2" iron rod with plastic cap stamped "LANDDESIGN" found, 122.68 feet left of proposed North Mays Baseline Station 35+37.73 in the proposed westerly ROW line of North Mays Street, being the northwesterly corner of said Lot 1, same being an ell corner in the southerly boundary line of said 1.691 acre tract, same being the southeasterly corner of that 1.00 acre tract (Tract I) of land described in said General Warranty Deed to Oldcastle Materials Texas, Inc., also being the northeasterly corner of Lot 2, Resubdivision of Sparks Acres, a subdivision of record in Cabinet E, Slide 16 of the Plat Records of Williamson County, Texas bears S 78°12'07" W at a distance of 247.79 feet, for the northwesterly corner of the herein described tract;

5) **THENCE,** with the common boundary line of said 1.691 acre tract and said Lot 1, **N 78°12'07" E** for a distance of **45.21** feet to the **POINT OF BEGINNING,** containing 0.406 acres (17,670 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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

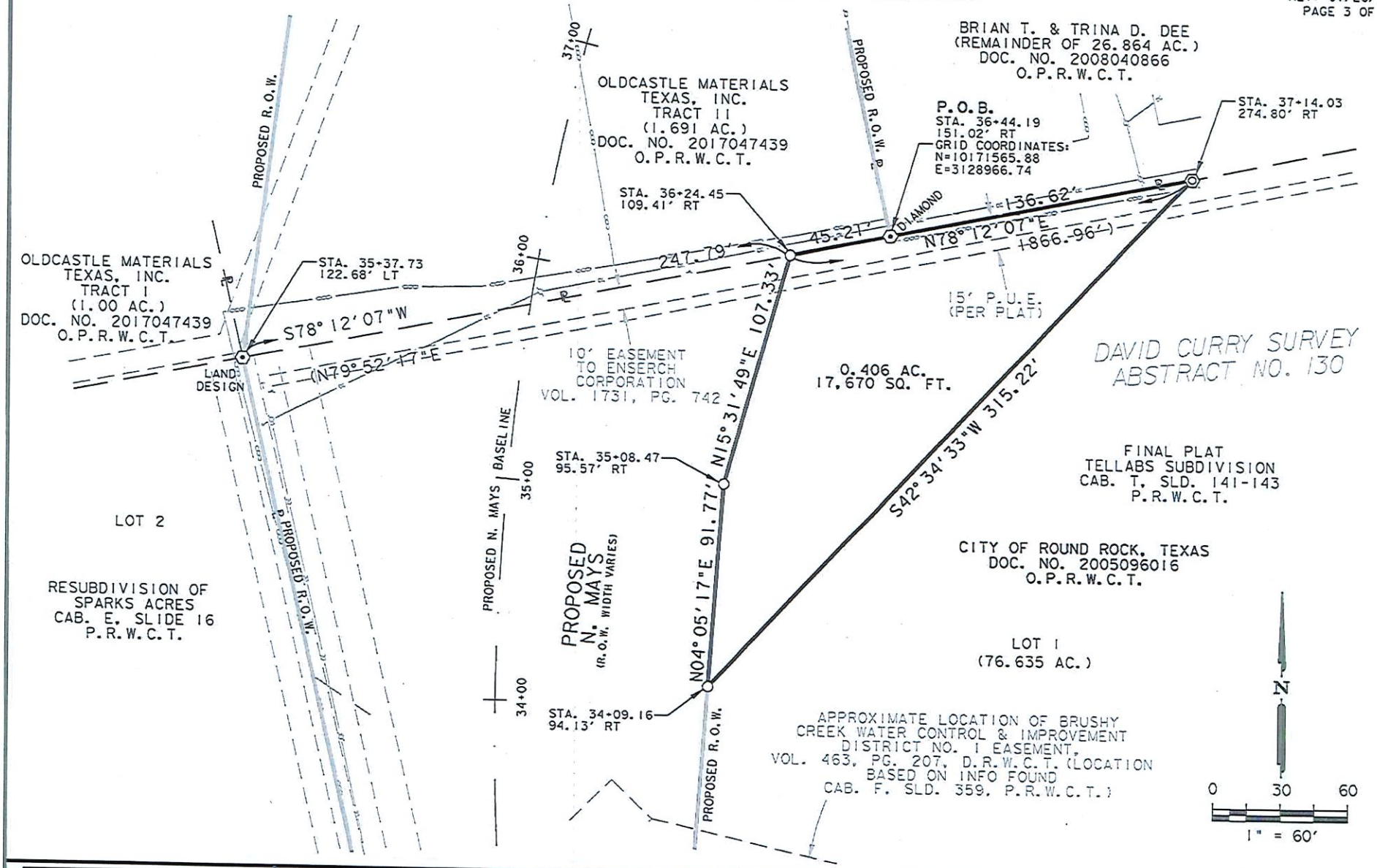
Lawrence M. Russo 01/26/2018
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 01/26/18
PAGE 3 OF 4



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF ROUND ROCK, TEXAS

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

0.406 AC.
17,670 SQ. FT.

S:\•LJA\MAYS EXT\PARCELS\PARCEL 2 CORR-TELLABS\CORR-0.406 ACRE.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⁂	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◎	½" IRON ROD SET W/PLASTIC CAP STAMPED "INLAND-5050"
⊛	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)
℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⁄⁄	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES 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 HERON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 01/26/2018

LAWRENCE M. RUSSO DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF ROUND ROCK, TEXAS

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

0.406 AC.
17,670 SQ. FT.

S:*LJA\NMAYS EXT\PARCELS\PARCEL 2 CORR-TELLABS\CORR-0.406 ACRE.dgn

EXHIBIT "C"

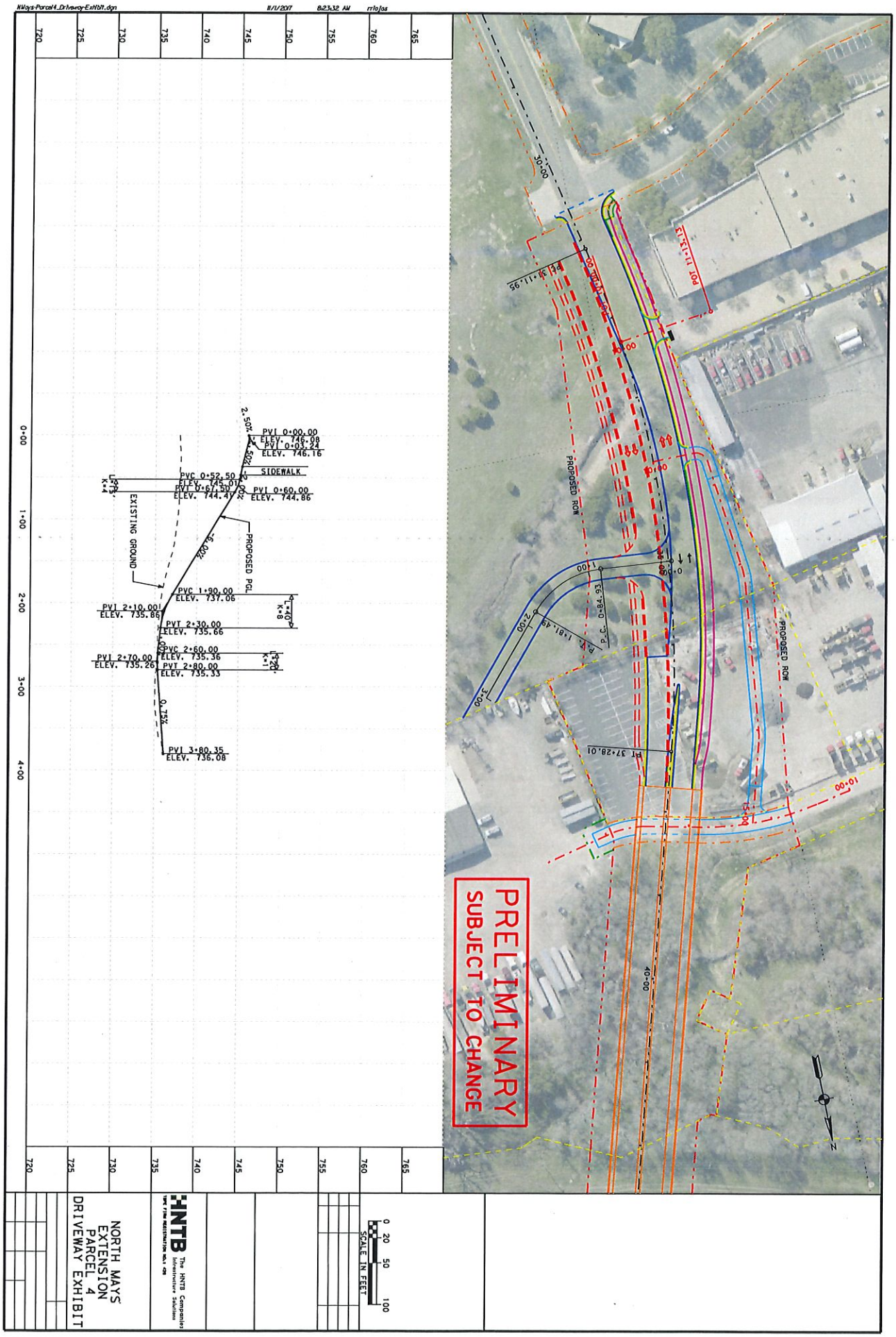

PRELIMINARY
SUBJECT TO CHANGE
PROPOSED ROW
EXISTING GROUND
PROPOSED PGL
SIDEWALK
PVI 0+00.00
ELEV. 746.59
PVI 0+52.24
ELEV. 746.16
PVC 0+52.50
ELEV. 745.01
PVT 0+67.50
ELEV. 744.41
PVI 0+60.00
ELEV. 744.86
PVC 1+90.00
ELEV. 737.06
PVI 2+10.00
ELEV. 735.86
PVT 2+30.00
ELEV. 735.66
PVC 2+60.00
ELEV. 735.36
PVI 2+70.00
ELEV. 735.26
PVT 2+80.00
ELEV. 735.33
PVI 3+80.35
ELEV. 736.08
2.50%
5.00%
0.75%
SCALE IN FEET
0 20 50 100
NORTH MAYS EXTENSION
PARCEL 4
DRIVEWAY EXHIBIT
HNTB
The HNTB Companies
Infrastructure Solutions

EXHIBIT "D"

Parcel 4

DEED
North Mays Extension

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 MEN BY THESE PRESENTS:

That BRIAN T. DEE and TRINA D. DEE, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the receipt of conveyance of that certain tract of real property from Grantee and the covenants made by Williamson County, Texas regarding driveway permitting in favor of Grantor, both as set forth in that certain Real Estate Contract dated _____, by and between Grantor and Grantee for the Property, 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, hereinafter referred to as "Grantee," 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 ("the Property"):

> All of that certain 1.148 acre (approximately 61,767 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that **GRANTOR IS RETAINING AN EASEMENT** (the "Easement") across a portion of the Property which has been, and is presently, used as a driveway to access the property of Grantor, as depicted on the sketch which accompanies the property description in Exhibit "A", and further described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (the "Easement Property"), the specific terms of said easement to be as follows:

Grantor, its successors and assigns, hereby reserves a perpetual and non-exclusive thirty (30) foot wide vehicular and pedestrian access and right-of-way over, across and through the Easement Property, for the free, uninterrupted and continued use of the Easement Property as Grantor's driveway access to its remaining property which is not being conveyed herein. Said easement is to be used by the Grantor and its tenant, customers, employees, agents, contractors, licensees, and invitees for any and all uses reasonably necessary to facilitate the continued use of the Easement Property solely as an access driveway, as it currently exists.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights and privileges shall cease and revert to Grantee in the event the said driveway is abandoned.

Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantor by the Easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement.

Grantee, its successors and assigns retain and reserves the right to enjoy the surface of such easement for access, maintenance, testing, inspection, repair and construction and reconstruction of any roadway facility improvements constructed on, over and above the Property, the Easement, and adjacent property of Grantee, its successors and assigns, and any subsequent additions or modifications to same within the Property.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock, or create a hazard to the public users thereof

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

_____
Brian T. Dee

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2018, by Brian T. Dee, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Trina D. Dee

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2018, by Trina D. Dee, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "E"

DEED

North Mays Right of Way Exchange

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2018

Grantor: CITY OF ROUND ROCK, TEXAS

Grantor's Mailing Address (including county):

c/o City Manager
221 Main Street
Round Rock, Texas 78664
Williamson County

Grantee: BRIAN T. DEE and TRINA D. DEE

Grantee's Mailing Address (including county):

3103 N. IH-35, Suite 100
Round Rock, Texas 78664
P.O. Box 319
Williamson County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All of that certain property, title and interest in and to those certain tracts or parcels of land situated in Williamson County, Texas, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This transfer 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. In addition, this transfer is subject to all matters of public record and to all validly existing and recorded easements, leases, agreements or licenses, 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.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when claim is by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee take the Property with the express understanding and stipulation that there are not express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Laurie Hadley, Round Rock City Manager, in the capacity for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

Don Childs

From: Don Childs
Sent: Monday, April 23, 2018 5:46 PM
To: 'Christopher Clough'
Cc: Lisa Dworaczyk; 'Julia Bechara'
Subject: RE: RM620--LCC Realty
Attachments: LCC(11)--Partial Release of Lien--Sun Life (00399928xA08F8).doc; LCC(11)--PUE to CoRR for RM620 w-lienholder consent (DC 4.23.18) (00399931xA08F8).docx; LCC (11) Easement field notes 0.102 (00357389xA08F8).pdf; LCC(11)- ROW field notes--RM620 (revised 5.3.16) (00356836xA08F8).pdf

Correct. Thursday (4.26). We should have money delivered to the title company the following week.

For the closing we are going to need a partial release of the r.o.w., and a consent for the easement. The draft forms are attached. Can the owner help us get those?

I know that the title company will also need the corporate entity documents which show who is authorized to sign for the entities, and a resolution showing that the transaction has been authorized. You cn send those directly to Julia Bechara (copied here) at Independence Title.

Julia will also be sending you the Seller's closing docs in coming days. If you want a fee on the statement just send her an invoice.

Don Childs
Sheets & Crossfield, P.C.
512-255-8877 (x225)

From: Christopher Clough <Clough@barronadler.com>
Sent: Monday, April 23, 2018 5:04 PM
To: Don Childs <Don@scrrlaw.com>
Subject: LCC Realty

I assume this one is on the agenda this week for council?

Christopher M. Clough
Managing Partner

BARRON, ADLER CLOUGH & ODDO LLP

clough@barronadler.com | www.barronadler.com
T: (512) 478-4995 | F: (512) 478-6022

Commissioners Court - Regular Session **25.**

Meeting Date: 05/01/2018

LCRA Easement

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Electric Line Easement and Right-Of-Way between Williamson County, as Grantor, and LCRA Transmission Services Corporation, as Grantee, relating to the LCRA TSC Leander-Round Rock 138-kV Transmission Line Project that is to be constructed within the public right-of-way (ROW) of New Hope Road, Ronald Reagan Boulevard, and Hero Way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LCRA Easement and Right of Way - Ronald Reagan Blvd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Hal Hawes		Started On: 04/25/2018 11:05 AM
Final Approval Date: 04/26/2018		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: May 1, 2018

GRANTOR: WILLIAMSON COUNTY, a political subdivision of the State of Texas

GRANTOR'S MAILING ADDRESS:

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

GROUND EASEMENT PROPERTY: The GROUND EASEMENT PROPERTY shall initially consist of the entirety of the median strip between the north- and south-bound lanes of Ronald W. Reagan Boulevard, from a point approximately 100 feet north of the intersection of Ronald W. Reagan Boulevard and Hero Way in the City of Leander to a point approximately 100 feet south of the intersection of Ronald W. Reagan Boulevard and New Hope Road in the City of Cedar Park; provided, however, that from and after completion of construction of the PROJECT, the GROUND EASEMENT PROPERTY shall consist of multiple circular areas, one for each support structure and each being a circle encompassing the entirety of the support structure and foundation. Each circle will be centered on the center of the base of that particular support structure. The parties acknowledge that the sizes of the various support structures and the various circular easement areas may vary in size; provided, however, no circular easement area shall exceed 15 feet in diameter. GRANTEE shall cause to be prepared surveys, including plat and metes and bounds description, of said circular areas, which shall be attached hereto as **Exhibit A**.

AERIAL EASEMENT PROPERTY: An 80-foot strip of land, the centerline of which is the centerline of the PROJECT, as constructed, which strip shall run from 40 feet north of the support structure located at or near the intersection of Ronald W. Reagan Boulevard and Hero Way to 40 feet south of the support structure located at or near the intersection of Ronald W. Reagan Boulevard and New Hope Road. GRANTEE shall cause to be prepared a survey, including plat and metes and bounds description, of said 80-foot strip, which shall be attached hereto as **Exhibit B**.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR and GRANTEE agree that this Electric Line Easement and Right-of-Way shall be re-recorded at Grantee's expense in the public records of Williamson County after completion and attachment of **Exhibit A** and **Exhibit B**.

GRANT OF EASEMENT

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the GROUND EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

GRANTOR further grants, sells, and conveys to GRANTEE aerial easement rights above the AERIAL EASEMENT PROPERTY, such rights being limited to the space above a height of 35 feet above the current grade of the AERIAL EASEMENT PROPERTY, except that Grantee's aerial easement rights above the OVERPASS SEGMENTS (as defined below) shall be limited to the space above a height of 45 feet above current grade. GRANTEE shall not have the right to place poles, towers, guys or other ground-based support structures on any part of the AERIAL EASEMENT PROPERTY outside the GROUND EASEMENT PROPERTY. The OVERPASS SEGMENTS are defined as follows:

1. From 75 feet south of the centerline intersection of Ronald W. Reagan Boulevard and New Hope Road to 75 feet north of the same centerline intersection point;
2. From 75 feet south of the centerline intersection of Ronald W. Reagan Boulevard and Crystal Falls Parkway to 75 feet north of the same centerline intersection point;
3. From 75 feet south of the centerline intersection of Ronald W. Reagan Boulevard and RM 2243 to 75 feet north of the same centerline intersection point; and
4. From 125 feet south of the centerline intersection of Ronald W. Reagan Boulevard and Hero Way Road to 125 feet north of the same centerline intersection point.

The Easement, right-of-way, rights, and privileges herein granted within the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY for the above stated purposes, and notwithstanding anything herein to the contrary, GRANTEE shall at all times have the right to access and use the entirety of the median strip as needed for routine and non-routine maintenance and related activities. During construction of the PROJECT, GRANTEE shall have two temporary construction easements within the median strip of Ronald W. Reagan Boulevard, one extending 600 feet north from the northern-most support structure and the other extending 600 feet south from the southern-most support structure for wire pulling and other construction purposes. Such temporary construction easement shall terminate upon completion of construction of the PROJECT.

GRANTEE RIGHTS

GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the GROUND EASEMENT PROPERTY. However, it is the intent of GRANTOR and GRANTEE that the PROJECT shall be constructed with the centerline of the PROJECT as close to the centerline of the median strip of Ronald W. Reagan Boulevard as reasonably possible. GRANTOR and GRANTEE acknowledge that variances, as required by physical constraints, may be necessary and that construction of the PROJECT may need to be offset slightly from the centerline of the median strip.

Upon completion of the design of the PROJECT, GRANTEE shall submit proposed plans depicting the locations of all support structures for GRANTOR's review. GRANTOR shall have 10 business days after receipt of the plans to request adjustments to proposed locations of support structures, and GRANTEE shall make reasonable efforts to accommodate GRANTOR'S requests, considering cost increases and time delays that may result from the changes. Following commencement of construction of the PROJECT, GRANTEE shall notify GRANTOR of any additional changes to structure locations required by physical constraints not previously identified, and GRANTEE shall make reasonable efforts to minimize the changes required.

GRANTEE shall have the right to place new or additional wire or wires within the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the GROUND EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the GROUND EASEMENT PROPERTY. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

RESTRICTIONS ON GRANTOR

In order to ensure that the structural integrity of GRANTEE's support structures is not compromised, GRANTOR shall not excavate, trench or do other subgrade work within 15 feet of the outside edge of any support structure (including any foundation) without the prior written consent of GRANTEE. In order to ensure adequate access to GRANTEE's support structures, GRANTOR shall not place any vegetation or above-ground structures within 15 feet of the outside edge of any support structure (including any foundation) without the prior written consent of GRANTEE.

In no event shall GRANTOR place or construct any temporary or permanent structure, equipment, or other object within the AERIAL EASEMENT PROPERTY if such structure, equipment, or other object would extend higher than (i) 35 feet above the current grade of all parts of the AERIAL EASEMENT PROPERTY that are outside the OVERPASS SEGMENTS or (ii) 45 feet above the OVERPASS SEGMENTS, nor shall GRANTOR change the grade of the AERIAL EASEMENT PROPERTY without the prior written consent of GRANTEE, which consent may only be withheld in the event such grade change would interfere with the safe operation of the PROJECT.

GRANTOR acknowledges that traffic barriers will be installed near each support structure outside of the GROUND EASEMENT PROPERTY for public safety purposes and the protection of the PROJECT, and GRANTOR shall not remove or modify such barriers without providing for adequate alternative safety installations.

MISCELLANEOUS

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the AERIAL EASEMENT PROPERTY, as nearly as reasonably possible, to the condition in which the AERIAL EASEMENT PROPERTY was found immediately before construction was begun; however, GRANTOR understands and agrees that vegetation cleared from the AERIAL EASEMENT PROPERTY will not be replaced.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT. Except for the OVERPASS SEGMENTS, GRANTEE shall not be liable for damages caused by keeping the AERIAL EASEMENT PROPERTY clear of trees, structures, and obstructions that extend higher than 35 feet above the current grade of the AERIAL EASEMENT PROPERTY. For the OVERPASS SEGMENTS, GRANTEE shall not be liable for damages caused by keeping the AERIAL EASEMENT PROPERTY clear of trees, structures, and obstructions that extend higher than 45 feet above the current grade of the AERIAL EASEMENT PROPERTY. All parts of the PROJECT installed on the GROUND EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the GROUND EASEMENT PROPERTY or the AERIAL EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the GROUND EASEMENT PROPERTY or the AERIAL EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:
WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on _____ , 2018, by Dan A. Gatts, County Judge of Williamson County, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson

Commissioners Court - Regular Session **26.**

Meeting Date: 05/01/2018

Interlocal Agreement with Travis County on Fraudlent Motor Vehicle inspections

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 on authorization and execution of an Interlocal Agreement Between Williamson County, Texas and Travis County, Texas to Coordinate and Execute Law Enforcement Operations Targeting Fraudulent or Improper Motor Vehicle Inspections, pertaining to the County's Local Initiative Program.

Background

This action falls under the uses of funds for the Local Initiative Project (LIP) initiative of the Low Income Repair, Rehabilitation and Replacement Program (LIRAP - aka DriveACleanMachine).

This is to cover LIP funds which comprise the last of the funds under the LIRAP initiative. In 2017 Williamson County (as well as Travis County and all the counties in the Dallas-Fort Worth area under NCTCOG and the Houston-Galveston area under H-GAG) ceased collecting funds under LIRAP. The remainder funds - specifically in reference to LIP - are to expire August 31, 2018 and August 31, 2019.
Williamson County had earlier, through the Sheriff's Office, submitted an application for using Williamson County LIP funds to target fraudulent motor vehicle tags. This is an enforcement problem that has arisen following the State of Texas moving to a one sticker program for inspections and registration. A registration fraud program developed whereby illegal market scheme(s) for false dealer and temporary license tags were sold to avoid inspection and registration fees. After approval by TCEQ but prior to Williamson County implementation the application/project for use of the LIP funds was withdrawn. Inn February 2018 the funds were returned to TCEQ.

David Serrins, who oversees the LIRAP program for TCEQ, recommended an interlocal between the two counties. Similar actions have been taken in the North Central Texas Council of Governments between counties to keep the LIP funds in the general area rather than having them redistributed by TCEQ to the other areas in the state. My TC counterpart, Adele Noel, and I discussed this and since TC is already doing the enforcement actions, it makes sense to keep the funds in the area by entering this interlocal agreement.

Tarrant County has used the following information to justify the program in that area:

--One out of every 6 vehicles are on the road with questionable temporary tags in a recent survey by the Tarrant County Sheriff's Department in Southeast Tarrant County
--25 million dollars in Potential loss of registration funding in 2016 in Dallas, Tarrant, Harris, and Travis Counties
-- Each of the four most populous Texas counties that perform annual emissions inspections saw a drop in the number of registrations per capita in the 2015-2016 timeframe, when "single sticker" was phased in and passing inspection was required prior to registration.

The action requested is to approve the Interlocal Agreement (copy attached) and authorize the County Judge (or designee) to sign on behalf of the county. The Agreement has been reviewed by counsel for the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal with TC on LIP funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Form Started By: Gary Boyd		Started On: 04/25/2018 01:59 PM
Final Approval Date: 04/26/2018		

INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY, TEXAS AND TRAVIS COUNTY, TEXAS
TO COORDINATE AND EXECUTE LAW ENFORCEMENT OPERATIONS
TARGETING FRAUDULENT OR IMPROPER MOTOR VEHICLE INSPECTIONS

RECITALS

1. The Interlocal Cooperation Act (Texas Government Code Chapter 791) ("Act") authorizes any local government to contract with one or more local governments(s) to perform governmental functions and services under the terms of the Act.
2. The public health and welfare of both Williamson County and Travis County are imperiled by air pollution emitted by motor vehicles operating unlawfully because of fraudulent or improper motor vehicle inspections.
3. The laws of the State of the Texas authorize criminal punishments and civil remedies for fraudulent or improper motor vehicle inspections.
4. Motor vehicles are sometimes driven across county lines to obtain fraudulent, improper, and counterfeit motor vehicle inspections in a county other than the county where the motor vehicle is registered.
5. Individuals and entities are sometimes involved in fraudulent or improper motor vehicle inspections in more than one county or in a county other than the county in which they reside.

I. PURPOSE

Williamson County, Texas (“Williamson County”) and Travis County, Texas (“Travis County”) (each, a “County,” and together, the “Counties”) hereby enter into this Interlocal Agreement ("Agreement") to increase the efficiency and effectiveness of both counties' efforts to reduce air pollution emitted by motor vehicles operating unlawfully because of fraudulent or improper motor vehicle inspections.

II. TERMS

A. This Agreement shall be effective upon execution by the County Judges of both Counties after the Commissioners Courts of both Counties have passed appropriate orders authorizing their respective County Judges to sign this Agreement.

B. This Agreement shall continue in effect for five years after it is effective.

C. This Agreement may only be modified by order passed by the Commissioners Courts of both Counties.

D. No later than 15 days after the effective date of this Agreement, Williamson County will transfer or allow to be transferred to Travis County funds allocated to Williamson County by the Texas Commission on Environmental Quality ("TCEQ") for Local Initiative Projects FY2017 and FY2018. “FY2017” means the period beginning on September 1, 2016 and ending on August 31, 2017. “FY2018” means the period beginning on

September 1, 2017 and ending on August 31, 2018.

E. Travis County will complete and submit all required reports pertaining to activities performed through the utilization of Local Initiative Project funding designated by the TCEQ for Williamson County.

III. RIGHTS

A. Law enforcement officers of both counties have the right to request assistance of law enforcement officers of the other county to pursue all investigation and prosecution of an individual or entity involved in any form of fraudulent, improper and counterfeit motor vehicle inspections in the other county's territorial jurisdiction. Authorization may be verbally permitted only by the Program Supervisors, and then in writing as soon as physically possible, accepting the joint investigation between law enforcement entities and de-conflicting any possible current investigations of either entity.

B. Under this agreement, law enforcement officers of either County have the right to enter the other County's territorial jurisdiction to pursue a joint combined investigation involving fraudulent and improper motor vehicle inspections upon verbal permission from the Emissions Program Supervisor of the other County and pursuant to any terms set by the other county's elected Sheriff.

C. The preferred method of cooperation under this Agreement is for investigations and cases to be turned over to the law enforcement officers of the county which has the clearest jurisdiction and venue to pursue a criminal prosecution or civil forfeiture against individuals, entities, and/or property involved in fraudulent or improper motor vehicle inspections. In the event of a dispute over these legal and factual matters, the law enforcement officers of both counties are encouraged to seek the advice of their respective prosecutors.

D. Either county has the right to terminate this Agreement effective immediately upon passage of an appropriate order by the Commissioners Court of either county.

IV. DUTIES

A. Law enforcement officers of one county requesting law enforcement officers of the other county to pursue an investigation and possible prosecution or civil forfeiture of an individual, entity, or property involved in fraudulent, improper or counterfeit motor vehicle inspections in the other county's territorial jurisdiction shall provide the other county's law enforcement officers with a complete copy of any and all information and evidence the requesting law enforcement officers have gathered at the time of the request.

B. Law enforcement officers making the request have a continuing duty to promptly supplement with copies any information or evidence that subsequently becomes available after the initial request for assistance is made.

C. Law enforcement officers receiving the request have a duty to assess the information and evidence provided by the requesting law enforcement officers and provide a

statement, in writing, to the requesting law enforcement officers of whether the matter is accepted for investigation and possible prosecution and if not, why not.

D. Law enforcement officers that accept a case for investigation and possible prosecution have a duty to provide the county making the request with periodic updates on its progress and a final statement of the disposition of the investigation or prosecution, if any.

E. Neither county has a duty to provide any county funded monies nor county owned property to the other county pursuant to this Agreement. No property shall be loaned from one county to the other pursuant to this Agreement without written authorization signed by an elected official or the Emissions Program Supervisor of both counties. No equipment that may be loaned from one county to the other as a result of cooperation pursuant to this Agreement shall become the property of the receiving county without regard to the passage of time. Any property so loaned shall be promptly returned upon written request by the county loaning the property to the county receiving the property.

F. Each county shall produce a written report annually at the end of their respective fiscal years that includes the number and type of cases transferred from one county to the other and the number and type of cases received from one county to the other for the fiscal year just ending. The report shall include a summary of the dispositions of any criminal cases or investigations that have been closed during the fiscal year just ending. The report shall also include a description and estimated value of any monies, property, or assets that have been forfeited during the fiscal year just ending.

G. When this Agreement is no longer in effect for any reason, both counties have a duty to return each other's governmental records and property in a timely and safe manner that does not jeopardize any ongoing or closed case or investigation or put any property in jeopardy of loss or destruction. Travis County will in good faith transfer back or allow to be transferred back to Williamson County any remaining funds allocated to Williamson County by the Texas Commission on Environmental Quality ("TCEQ") for Local Initiative Projects under this Agreement.

V. SEIZURES AND FORFEITURES

A. Any asset or property seizures rising from a joint investigation, per this agreement, that end up with forfeited monies, property or assets, shall be evenly split, (50%-50%), between the involved originating law enforcement agency or agencies and the adopting law enforcement agency or agencies. The 50% -50% split shall apply to all adopted joint agency "Tier 1" level investigations. See Investigation Tier definitions below.

B. In the event the investigation continues in the county adopting jurisdiction to a more involved "Tier 2" level of criminal conspirators, the split of forfeited monies, property, or assets will then change to a 75% -25% split, with 75% going to the adopting county's law enforcement agency or agencies with the clearest jurisdiction and venue in the case. The originating law enforcement agency or agencies must still actively participate in the ongoing investigation during the "Tier 2" investigation to eligible for the 25% split.

C. Any forfeiture awarded beyond "Tier 2" investigations into a complex "Tier 3"

investigation shall go to the local investigating law enforcement agency or agencies completely 100%, unless the local Emissions Enforcement Supervisor(s) approve and agree that some portion of the forfeiture is due to the originating agency or agencies due solely to originating agency or agencies importance and ongoing participation in the "Tier 3" Investigation.

D. Investigation Tier Definitions:

1. "Tier 1" Investigations -Include any arrests or seizures related to criminal actors or monies/proceeds, assets, or property discovered in the beginning of the joint adopted investigation between participating Counties and their law enforcement agency or agencies. Forfeiture splits under Tier 1 are 50% to each participating agency or agencies.

2. "Tier 2" Investigations -Include any arrests or seizures related to criminal actors or monies/proceeds, assets, or property discovered beyond the "Tier 1". Arrests and/or Seizures listed in "Tier 1" above. These investigations are more entailed and involve a deeper level of criminal conspirators. Forfeiture splits under Tier 2 are 75% to the local adopting agency or agencies and 25% to the participating original agency or agencies.

3. "Tier 3" Investigations -Include any arrests or seizures related to criminal actors or monies/proceeds, assets, or property discovered beyond the "Tier 2" arrests and/or seizures listed in "Tier 2" above. These investigations are often long term and complex investigations that include large networks of criminal conspirators. There are no forfeiture splits under Tier 3 investigations, unless the local county Emissions Enforcement Supervisor(s) agree that some split is due to the originating participating agency or agencies due to their importance in developing the case or due to their continued participation in the Tier 3 investigation.

VI. MISCELLANEOUS

A. Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

WILLIAMSON COUNTY: Judge Dan A. Gattis (or successor),
Williamson County Judge
710 S. Main Street
Georgetown, Texas 78626

WITH COPY TO: Gary Boyd
Director, Environmental Programs
219 Perry Mayfield
Leander, Texas 78641

TRAVIS COUNTY: Steven M. Manilla, P.E. (or successor)

County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

WITH COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 291.603

B. No Third-Party Beneficiary**.** This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

C. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. **Notwithstanding any provision to the contrary, no official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.**

D. Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Williamson County, Texas:

Dan A. Gattis
Williamson County Judge

Date: _____, 2018

Travis County, Texas:

Sarah Eckhardt
Travis County Judge

Date: _____, 2018

Commissioners Court - Regular Session **27.**

Meeting Date: 05/01/2018

Interlocal Agreement between Williamson County and City of Georgetown

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 on approval and signature authorization of an Interlocal Agreement Between Williamson County and City of Georgetown pertaining to operations of the Williamson County Conservation Foundation.

Background

The Interlocal Agreement under consideration accomplishes a dedication of a 2.134 acre tract to the County - to hold in trust for the Williamson County Conservation Foundation - to provide a buffer for a known endangered species habitat feature to facilitate a Karst Fauna Area preserve as a part of the County's Habitat Conservation Plan.

The City of Georgetown acted on this Agreement in December 2016 but it took until February 2018 to reach final agreement with the Sun City Community Association for a Conservation Easement grant of approximately 90 acres (MOL). The Conservation Easement has been filed of record with the County Clerk. This Interlocal Agreement will likewise be filed in the County's permanent records.

Requested action is to approve the Interlocal Agreement and authorize the County Judge (or designee) to sign and to direct WCCF to file in the County's deed records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal with G-town on 2.134 acre for Shaman

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 08:41 AM
Gary Boyd (Originator)	Gary Boyd	04/26/2018 11:12 AM
Form Started By: Gary Boyd		Started On: 04/25/2018 02:53 PM
Final Approval Date: 04/26/2018		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF GEORGETOWN

This Interlocal Agreement ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and the CITY OF GEORGETOWN ("Georgetown"), a home rule municipal corporation of the State of Texas. The County and Georgetown are sometimes individually referred to herein as a "Party" and collectively as "the Parties".

WHEREAS, the Texas Interlocal Corporation Act allows local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the County and Georgetown mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically Sections 791.011 and 791.028 regarding contracts to perform governmental functions and services; and

WHEREAS, Georgetown owns a 2.134 acre tract of land as described in Exhibit "A", attached hereto, which is a portion of a larger 11.511 acre tract owned by the City; and

WHEREAS, Georgetown desires to dedicate said 2.134 acre tract to the County as a conservation easement; and

WHEREAS, the Sun City Association has contractually agreed with the County to dedicate to Georgetown a 73' wide roadway easement, as described in Exhibit "B", attached hereto.

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

1. Conservation Easement. Within sixty (60) days of the effective date of this Agreement, Georgetown will dedicate approximately 2.134 acres of land to the County, described more fully in Exhibit "A", attached hereto, as a conservation easement ("Georgetown Conservation Easement"). The Conservation Easement

will include the terms and conditions as shown in Exhibit "C", attached hereto and incorporated herein.

2. Roadway Easement. Within sixty (60) days of the effective date of this Agreement, the County will cause the dedication to the City of approximately 2.9518 acres of land, described more fully in Exhibit "B," attached hereto, as a 73' wide roadway easement to be utilized for the future extension of Shell Spur.

3. No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

4. No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.

5. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

6. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in Williamson County.

7. Notices. All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (ii) delivered in person to the address set forth below for the Party to whom the notice was given; or (iii) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below. For purposes of this Section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

Williamson County, Texas
Attn: Dan A. Gattis
710 Main St., suite 101
Georgetown, Texas 78627

City of Georgetown
Attn: City Manager
P.O. Box 409 or 113 E. 8th Street
Georgetown, Texas 78627-0409

8. Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event or default or a breach of this Agreement to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default, including but not limited to Acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosions, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10. Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

12. Non-Appropriation and Fiscal Funding. The obligation of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which subject Party is obligated to levy, pledge, or collect any form of taxation and such obligations may be terminated at the end of the Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the projects provided under this Agreement.

13. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

14. Dispute Resolution. If a dispute arises under this Agreement, the Parties agree to first try and resolve the dispute by referring same to the City Manager of Georgetown and the County Judge. The County and Georgetown hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding.

15. Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court or competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The reminder of the Agreement shall be in full force and effect.

16. Open Meetings. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551).

17. Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original.

18. Effective Date. This Agreement is made to be effective on the latest date accompanying the signature lines below.

APPROVED by the City Council for the City of Georgetown, Texas, in its meeting held on 13 day of the month of December, 2016 and executed by its authorized representative.

APPROVED by the Commissioners Court of Williamson County, Texas, in its meeting held on _____ day of the month of _____, 2016 and executed by its authorized representative.

(signatures on the following page)

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor
Georgetown, Texas

ATTEST:

_____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

_____
Charlie McNabb
City Attorney, City of Georgetown

WILLIAMSON COUNTY, TEXAS

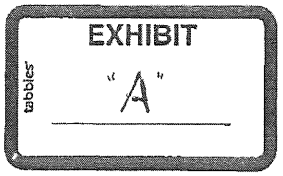
By:_____
Dan A. Gattis, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

APPROVED AS TO FORM:

_____
_____
_____, Williamson County



METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239-250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 81.719 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF SEPTEMBER, 2016 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8" iron rod found monumenting the most easterly southeast corner of said Tract "R" and the northeast corner of a called 270.968 acre tract of land described in a Cash Warranty Deed to JMK TRIPLE S, LTD., recorded in Document No. 9553466 of the Official Records of Williamson County, Texas, same being on the west boundary line of a called 90.084 acre tract of land described as TRACT I in a Warranty Deed to the City of Georgetown, recorded in Document No. 2013024601 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting an exterior ell corner in the east boundary line of said Tract "R" and the southeast corner of said 3.728 acre City of Georgetown tract, bears N 21°15'46" W passing at a distance of 1196.24 feet a 1/2" iron rod found with cap marked "Diamond Surveying", in all a total distance of 1760.16 feet;

THENCE, S 68°07'31" W with the south boundary line of said Tract "R" and the north boundary line of said 270.968 acre JMK TRIPLE S, LTD. tract for a distance of 73.00 feet, to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 68°07'31" W** continuing with the south boundary line of said Tract "R" and the north boundary line of said 270.968 acre JMK TRIPLE S, LTD. tract and in part thorough the interior of said Tract "R", passing at a distance of 758.79 feet a 1/2" iron rod set with cap marked "Diamond Surveying", for the an exterior ell corner of said 270.968 acre JMK TRIPLE S, LTD. tract, passing at a distance of 1019.83 feet a 1/2" iron rod set for reference with cap marked "Diamond Surveying", in all a total distance of **1179.83 feet** to a calculated point in the center of Berry Creek for the southwest corner hereof;

THENCE, through the interior of said Tract "R" with the center of said Berry Creek the following twenty-nine (29) courses and distances:

1. N 35°20'54" E for a distance of 44.41 feet to a calculated point;
2. N 28°46'47" E for a distance of 83.87 feet to a calculated point;
3. N 09°04'27" E for a distance of 48.19 feet to a calculated point;
4. N 08°36'15" W for a distance of 63.78 feet to a calculated point;
5. N 33°54'28" W for a distance of 160.02 feet to a calculated point;
6. N 41°06'30" W for a distance of 511.90 feet to a calculated point;
7. N 45°50'49" W for a distance of 270.00 feet to a calculated point;
8. N 34°34'55" W for a distance of 885.37 feet to a calculated point;
9. N 08°14'16" W for a distance of 62.81 feet to a calculated point;
10. N 34°05'27" W for a distance of 186.22 feet to a calculated point;
11. N 24°54'43" W for a distance of 49.49 feet to a calculated point;
12. N 43°06'30" W for a distance of 98.59 feet to a calculated point;
13. N 55°18'25" W for a distance of 42.38 feet to a calculated point;
14. N 32°59'26" W for a distance of 38.85 feet to a calculated point;
15. N 12°48'33" W for a distance of 44.90 feet to a calculated point;
16. N 09°29'48" W for a distance of 186.85 feet to a calculated point;
17. N 17°31'19" W for a distance of 73.78 feet to a calculated point;
18. N 11°11'36" E for a distance of 131.52 feet to a calculated point;
19. N 19°08'03" E for a distance of 128.29 feet to a calculated point;
20. N 56°44'36" E for a distance of 143.22 feet to a calculated point;
21. S 75°06'42" E for a distance of 24.29 feet to a calculated point;
22. S 38°43'52" E for a distance of 21.90 feet to a calculated point;

23. N 72°03'53' E for a distance of **22.99 feet** to a calculated point;

24. N 56°05'07" E for a distance of **287.51 feet** to a calculated point;

25. N 57°04'01" E for a distance of **75.57 feet** to a calculated point;

26. N 24°45'25" E for a distance of **39.35 feet** to a calculated point;

27. N 49°01'17" E for a distance of **109.90 feet** to a calculated point;

28. N 37°53'09" E for a distance of **55.57 feet** to a calculated point;

29. N 38°26'43" E for a distance of **191.67 feet** to a calculated point on the east boundary line of said Tract "R", same being on the west boundary line of a called 13.063 acre tract of land described as Parcel 1, conveyed to the City of Georgetown, in said Document No. 2015053851, for the most northerly northeast corner hereof, from which a 60D nail found monumenting an angle point in said west boundary line of the 13.063 acre City of Georgetown tract and the east boundary line of Tract "T", of said Amended Plat of Sun City Georgetown Neighborhoods One and Two, bears N 18°56'35" W for a distance of 200.35 feet;

THENCE, **S 18°56'35" E** with the east boundary line of said Tract "R", the west boundary line of said 13.063 acre City of Georgetown tract and the west boundary line said 11.511 acre City of Georgetown tract, passing at a distance of 60.00 feet a 1/2" iron rod set for reference with cap marked "Diamond Surveying", in all a total distance of **175.67 feet** to a 1/2" iron rod found monumenting an angle point;

THENCE, **S 21°26'36" E** continuing with the east boundary line of said Tract "R" and the west boundary line of said 11.511 acre City of Georgetown tract for a distance of **861.42 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof, from which a 60D nail set in a wood fence post found for the southwest corner of said 11.511 acre City of Georgetown tract and an interior ell corner of said Tract "R", bears S 21°26'36" E for a distance of 329.54 feet;

THENCE, through the interior of said 11.511 acre City of Georgetown tract and said 3.728 acre City of Georgetown tract, the following sixteen (16) courses and distances:

1. **N 69°31'25" E** for a distance of **18.16 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

2. N 76°47'06" E for a distance of **51.75 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

3. N 89°39'36" E for a distance of **82.17 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

4. S 87°36'49" E for a distance of **30.31 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

5. S 77°05'57" E for a distance of **50.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

6. S 69°05'21" E for a distance of **55.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

7. S 59°22'33" E for a distance of **33.62 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

8. S 54°30'06" E for a distance of **32.01 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

9. S 45°20'22" E for a distance of **24.46 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

10. S 53°28'10" E for a distance of **14.42 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

11. S 71°54'17" E for a distance of **27.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

12. S 58°03'50" E for a distance of **32.39 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

13. S 52°38'43" E for a distance of **40.08 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

14. S 54°05'08" E for a distance of **26.81 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

15. S 51°40'46" E for a distance of **18.46 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point;

16. S 55°30'54" E for a distance of **24.49 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the south boundary line of said 3.728 acre City of Georgetown tract common with said Tract "R", from which a wood fence post found monumenting an angle point in the south boundary line of said 11.511 acre

City of Georgetown tract common with said Tract "R", bears S 70°00'21" W for a distance of 409.79 feet;

THENCE, **N 70°00'21" E** with the south boundary line of said 3.728 acre City of Georgetown tract, common with said Tract "R" for a distance of **164.39 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the most easterly northeast corner hereof, from which said 1/2" iron rod found monumenting the southeast corner of said 3.728 acre City of Georgetown tract and an exterior ell corner of said Tract "R" bears N 70°00'21" E for a distance of 73.02 feet;

THENCE, **S 21°15'46" E** through the interior of said Tract "R" with a line 73 feet west of and parallel with the east boundary line of said Tract "R", and the west boundary line of said 90.084 acre City of Georgetown tract for a distance of **1762.56 feet** to the **POINT OF BEGINING** hereof and containing 81.719 acres of land more or less.

Bearing Basis: State Plane Coordinate System, NAD83, Texas Central Zone (4203).

Distances shown hereon are surface based on a combined scale factor of 1.00013.

A survey drawing has been prepared to accompany this metes and bounds description.

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

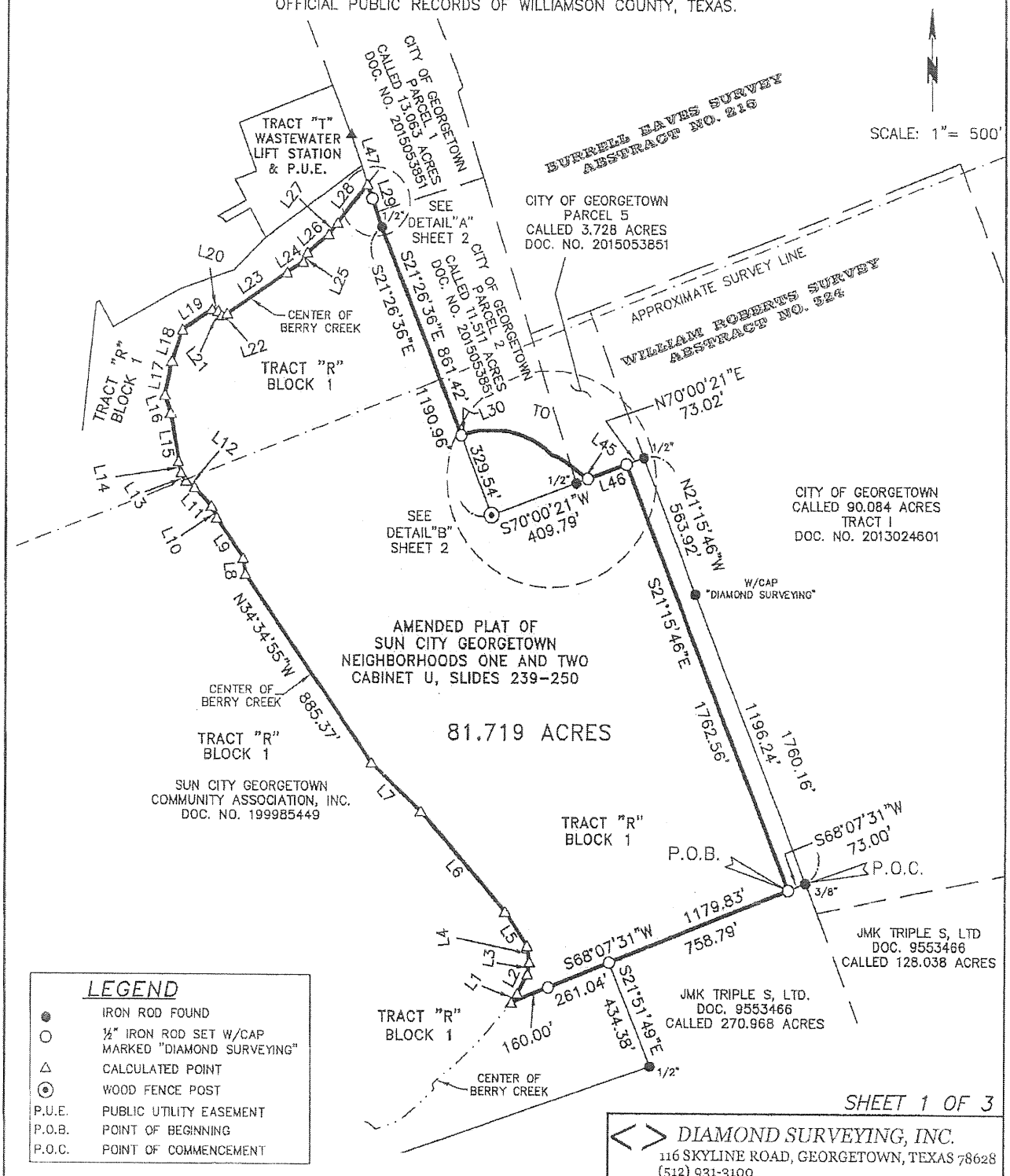
PRELIMINARY - NOT FOR RECORDATION October 6, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

F:\Data-DSI\SHEETS-CROSSFIELD_SHAMAN KARST FAUNA AREA\81.719 AC SHAMAN KARST FAUNA AREA description.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239–250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND

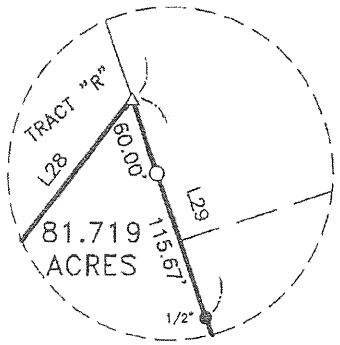
●	IRON ROD FOUND
○	½" IRON ROD SET W/CAP MARKED "DIAMOND SURVEYING"
△	CALCULATED POINT
⊙	WOOD FENCE POST
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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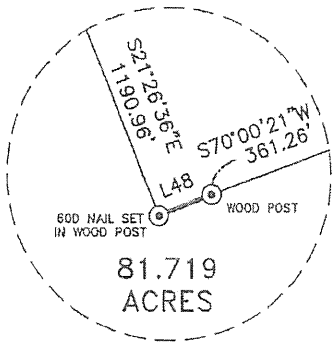
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

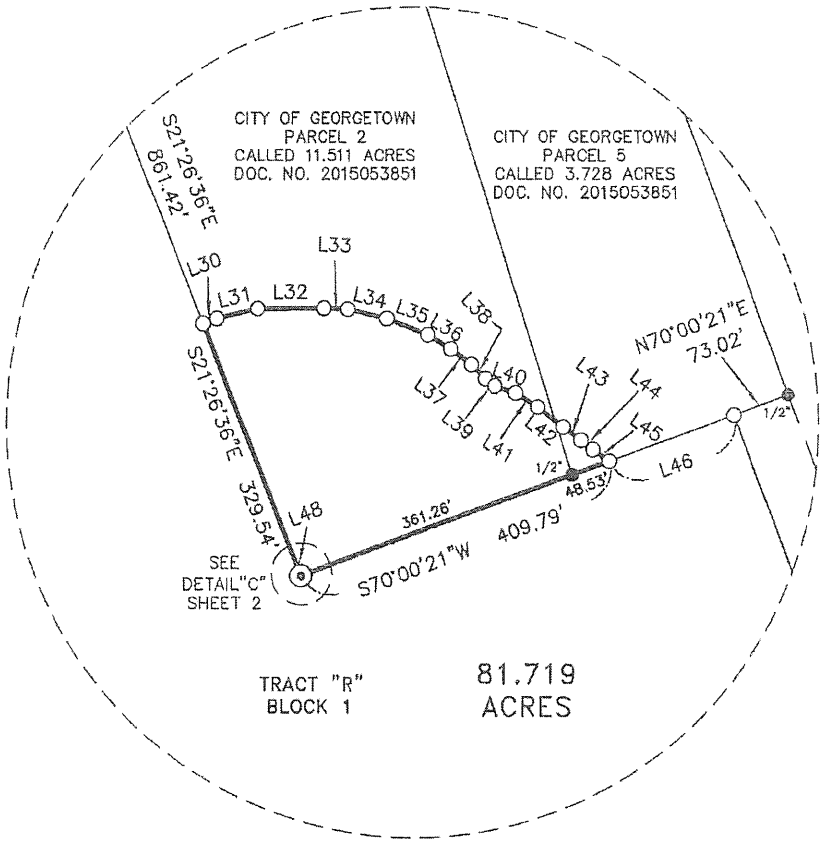
FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239–250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



DETAIL"A"
(NOT TO SCALE)



DETAIL"C"
(NOT TO SCALE)



DETAIL"B"
(1" = 200')

DIAMOND SURVEYING, INC.
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239–250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N35°20'54"E	44.41'
L2	N28°46'47"E	83.87'
L3	N09°04'27"E	48.19'
L4	N08°36'15"W	63.78'
L5	N33°54'28"W	160.02'
L6	N41°06'30"W	511.90'
L7	N45°50'49"W	270.00'
L8	N08°14'16"W	62.81'
L9	N34°05'27"W	186.22'
L10	N24°54'43"W	49.49'
L11	N43°06'30"W	98.59'
L12	N55°18'25"W	42.38'
L13	N32°59'26"W	38.85'
L14	N12°48'33"W	44.90'
L15	N09°29'48"W	186.85'
L16	N17°31'19"W	73.78'
L17	N11°11'36"E	131.52'
L18	N19°08'03"E	128.29'
L19	N56°44'36"E	143.22'
L20	S75°06'42"E	24.29'
L21	S38°43'52"E	21.90'
L22	N72°03'53"E	22.99'
L23	N56°05'07"E	287.51'
L24	N57°04'01"E	75.57'
L25	N24°45'25"E	39.35'
L26	N49°01'17"E	109.90'
L27	N37°53'09"E	55.57'
L28	N38°26'43"E	191.67'
L29	S18°56'35"E	175.67'
L30	N69°31'25"E	18.16'
L31	N76°47'06"E	51.75'
L32	N89°39'36"E	82.17'
L33	S87°36'49"E	30.31'
L34	S77°05'57"E	50.35'
L35	S69°05'21"E	55.68'
L36	S59°22'33"E	33.62'
L37	S54°30'06"E	32.01'
L38	S45°20'22"E	24.46'
L39	S53°28'10"E	14.42'
L40	S71°54'17"E	27.35'
L41	S58°03'50"E	32.39'
L42	S52°38'43"E	40.08'
L43	S54°05'08"E	26.81'
L44	S51°40'46"E	18.46'
L45	S55°30'54"E	24.49'
L46	N70°00'21"E	164.39'
L47	N18°56'35"W	200.35'
L48	S68°27'29"W	1.17'

GENERAL NOTES:
1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE (4203).

2) DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SCALE FACTOR OF 1.00013.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ALL EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on September 28, 2016. At the time of this survey there was no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT FOR RECORDATION

OCTOBER 6, 2016

Shane Shafer, R.P.L.S. NO. 5281 — DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

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EXHIBIT B

FOR A _2.9518_ ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOW, NIEGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CAVINET U, SLIDES 239-250 OF THE PALT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESBRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIVED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOW, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.9518___ ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF NOVEMBER, 2016 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for the POINT OF BEGINNING thereof at a 3/8" iron rod monumenting the most easterly southeast corner of said Tract "R" and the northeast corner of a called 270.968 acre tract of land described in a Cash Warranty Deed to JMK TRIPLE S, LTD., recorded in Document No. 9553466 of the Official Records of Williamson County, Texas, same being on the west boundary line of a called 90.084 acre tract of land described as TRACT I in a Warranty Deed to the City of Georgetown, recorded in Document No. 2013024601 of the Official Public Records of Williamson County, Texas,

THENCE bearing N 21°15'46" W a distance of 1760.16 feet to a ½" iron rod found monumenting and exterior ell corner in the east boundary line of said Tract "R", passing at a distance of 1196.24 feet a ½" iron rod found with cap marked "Diamond Surveying" and being the southeast corner of said 3.728 acre City of Georgetown tract;

THENCE, S 109° 59' 39" W for a distance of 73.02 feet to a ½' iron rod set with cap marked "Diamond Surveying" for the most westerly northwest corner hereof;

THENCE, S 21°15'46" E through the interior of said Tract "R" with a line 73 feet west of and parallel with the east boundary hereof for a distance of 1762.56 feet to ½" iron rod marked "Diamond Surveying", for the southwest corner hereof;

THENCE, N 111°52'29" E a distance of 73 fee to a 3/8" iron rod monumenting the most easterly southeast corner of said Tract "R" to the point of beginning hereof and containing _2.9518__ acres of land more or less.

Exhibit C

SUN CITY PRESERVE

OPERATION, MANAGEMENT, AND MONITORING PLAN

This SUN CITY PRESERVE OPERATION, MANAGEMENT, AND MONITORING PLAN ("Management Plan") is made by and among Williamson County, Texas ("County"), Williamson County Conservation Foundation ("WCCF") and the Sun City Community Association ("Sun City") (WCCF, Sun City and County collectively called the "Parties"), on the date set forth below. For specific management activities and practices currently in place see the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan (SWCA 2015).

1. GENERAL

1.1 Sun City Preserve Conservation Easement. The Parties acknowledge and agree that they enter into this Management Plan in connection with that certain Sun City Conservation Easement ("Conservation Easement") from Sun City, as Grantor, to the County, as Grantee, with Service and Sun City as Third Party Beneficiary thereto.

1.2 Performance of Monitoring, Operation and Management, Periodic Review, and Related Items. The Parties agree that WCCF will be responsible for funding and performing (or causing to be performed) the Monitoring, Operation and Management, Periodic Review, and related items (collectively, the "Conservation Actions") set forth in this Management Plan, as it may be amended from time to time.

1.3 Periodic Review. The Parties recognize and acknowledge that the physical environmental conditions of the Property can change over time due to a variety of factors and that technological advancements and other new information with regard to management practices may be available in the future. Accordingly, to ensure that the conservation purposes set out in the Conservation Easement and this Management Plan continue to be satisfied, the Parties agree that this Management Plan should be reviewed at least every five years. The Management Plan can be modified at any time provided such changes do not violate the conservation purposes of the Conservation Easement and either enhance or do not impair such conservation purposes. Any modification of the Management Plan requires the mutual agreement of the Parties and must be in writing and executed by duly authorized representatives of each party.

1.4 Conservation Easement Governing Document. In the event of any conflict between any term or provision of the Conservation Easement and this Management Plan, the Conservation Easement controls.

2. MONITORING AND MANAGEMENT

Monitoring and management of the Sun City Preserve will be conducted according to the terms and conditions of the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan. This plan has been reviewed and approved by the USFWS and is currently in effect for other karst preserves managed by the WCCF. In summary the plan includes the following components:

2.1 Routine monthly preserve inspections include checking for the following:

(a) Signs of vandalism, unauthorized entry, and trash dumping.

(b) Damage to vegetation within the Sun City preserve.

(c) Presence of red imported fire ants (RIFA) proximal to the Sun City main entrance within the preserve.

(d) Installation and periodic inspection of easement.

2.2 Annual biological monitoring of caves containing listed species

Adaptive management is an integrated method for addressing uncertainty. Adaptive management of the Sun City preserve will enable management efforts to be focused on observed changes within or affecting Sun City. Adaptive management may require some tasks to be executed more often than projected. If management is demonstrated to be ineffective, the operation, management, and monitoring of the preserve will, subject to available funding, adjust accordingly.

The results of the biospeleological surveys, RIFA treatment program, and all other operation and maintenance activities will be compiled in an annual report and submitted to Williamson County, the Williamson County Conservation Foundation, the Service, and TPWD.

4. HIKE AND BIKE TRAIL

4.1 Sun City will construct and maintain a ten foot (10') wide hike and bike trail through the Easement and through additional properties as described in Exhibit "B" ("Green Property") at a location and with materials approved by both parties. Sun City will also maintain that portion of the 100 year flood plain abutting the trail, both within the Easement and within the Green Property.

4.2 The Sun City will pay for and install signage along the trail at locations agreed to by the parties to prohibit pubic access from the trail to adjoining private Sun City trails.

5. CITY PARK ROADWAY EASEMENT

Sun City will dedicate to the City of Georgetown a 73' wide roadway easement at the approximate location shown on Exhibit "C".

6. TAXES

Sun City will continue to be responsible for all ad valorem taxes, if any, for properties owned by Sun City. The County will be responsible for the payment of all ad valorem taxes, if any, for the Green Property.

WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

WILLIAMSON COUNTY CONSERVATION FOUNDATION

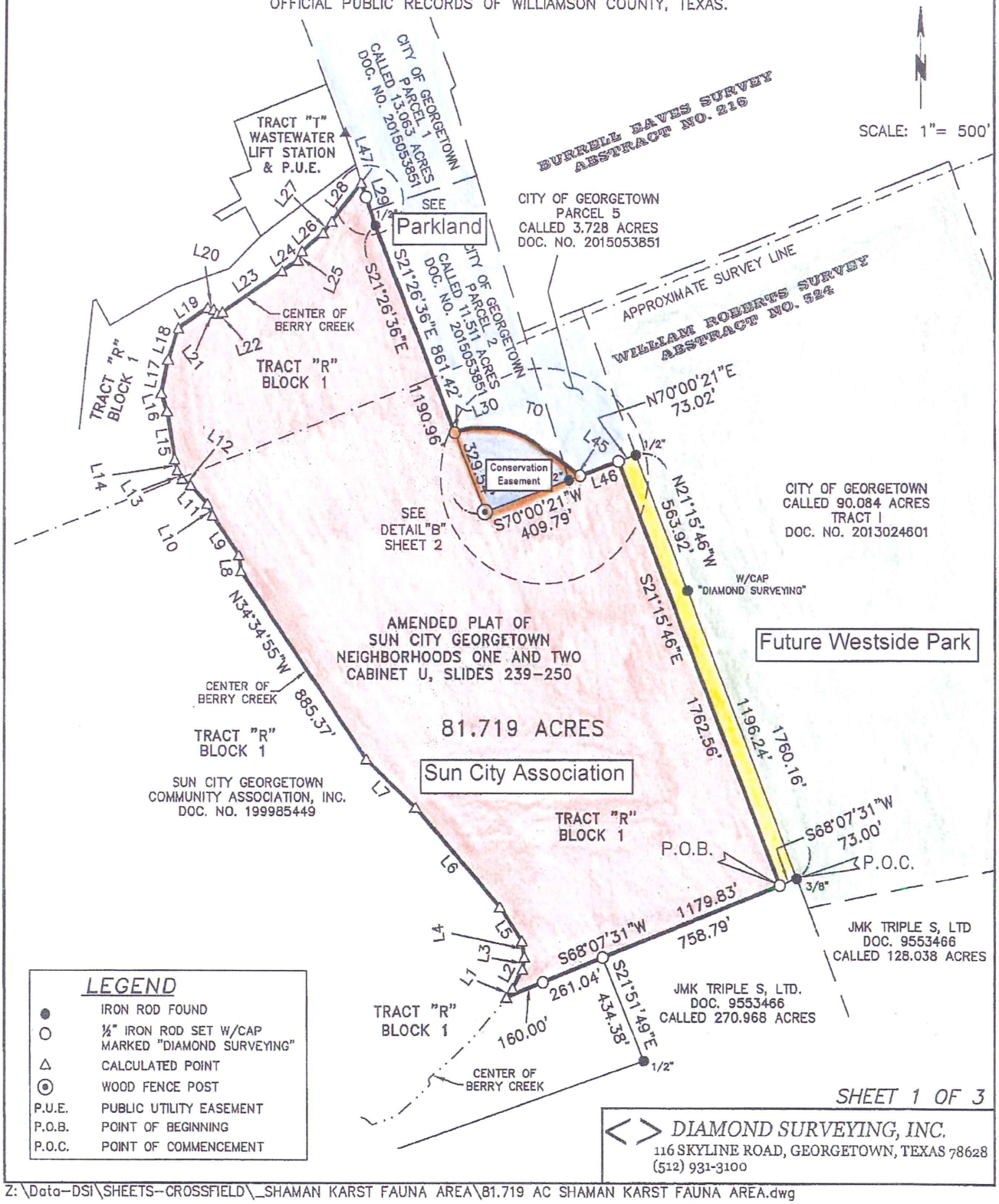
By: _____
Name: _____
Title: _____

SUN CITY COMMUNITY ASSOCIATION

By: _____
Name: _____
Title: _____

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 81.719 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT "R", BLOCK 1, AMENDED PLAT OF SUN CITY GEORGETOWN, NEIGHBORHOODS ONE AND TWO, A SUBDIVISION RECORDED IN CABINET U, SLIDES 239–250 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 11.511 ACRE TRACT OF LAND DESCRIBED AS PARCEL 2 AND A CALLED 3.728 ACRE TRACT OF LAND DESCRIBED AS PARCEL 5 IN A PARKLAND DEDICATION DEED TO THE CITY OF GEORGETOWN, RECORDED IN DOCUMENT NO. 2015053851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Z:\Data-DSI\SHEETS--CROSSFIELD_SHAMAN KARST FAUNA AREA\81.719 AC SHAMAN KARST FAUNA AREA.dwg


Location of land to be preserved.
Resurgence Spring
Borgarigmie Cave
Shawntee Pit
Shaman Cave
Squaw Cave
Hatchet Cave
Florence Cave #18
Flathead Cave
Pow Wow Cave
Haft Shaft
Berry Creek
Stetson Trl
Trail Rider Way
Anemone Way
Bluebell Dr
Buttercup Trl
760'
750'
740'
770'
780'
790'
16 / 39

Commissioners Court - Regular Session **28.**

Meeting Date: 05/01/2018

Superion add-on quote for Problem-Oriented Policing module

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Add-On Quote for the Problem-Oriented Policing module to the law enforcement records management system between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

Background

This is a new module to the existing RMS software that allows for greater functionality by the Sheriff's Office. This is budgeted under Technology Services' operating budget. The total amount is $8,300 and carries annual maintenance of $1,088/year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Superion Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/25/2018 10:58 AM
Form Started By: Richard Semple		Started On: 04/25/2018 10:38 AM
Final Approval Date: 04/25/2018		

Add-On Quote

Quote Number: Q-00004667 **Valid Until: 07/03/18**

Quote Prepared For:
Janessa Stephens, Systems Administrator
Williamson County
301 SE Inner Loop Rd, Suite 105
GEORGETOWN, TX, 78626
512-943-1175

Quote Prepared By:
David Bateman, Client Success Executive
Superion
1000 Business Center Dr
Lake Mary, FL 32746
Phone: 4073043470 Fax:
david.bateman@superion.com

Date: 04/05/18

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact David Bateman with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Problem-Oriented Policing	1	$6,800.00	$1,088.00
Total		**$6,800.00**	**$1,088.00**

Professional Services
Installation & Configuration

Product Name	Amount
ONESolution Records Management Installation	$700.00
Total	**$700.00**

Training

Product Name	Amount
ONESolution Records Management Training	$640.00
Total	**$640.00**

Project Management

Product Name	Amount
ONESolution Records Management Project Management	$160.00

Total		**$160.00**
Total Professional Services		**$1,500.00**

Summary

Product/Service	**Amount**	
License Fees	$6,800.00	
Professional Services	$1,500.00	
Subtotal		**$8,300.00**
Total		**$8,300.00**
Net Maintenance		$1,088.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the “Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superion are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superion

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Comments:

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

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

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

•Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Superion (aka, "Superion Data Systems Inc.) agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Superion which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Superion agrees that licensee shall have access during normal working hours to all necessary Superion facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Superion reasonable advance notice of intended audits.

Janessa Stephens, Systems Administrator
Williamson County

Authorized Signature: _____ **Printed Name**: _____

Date: _____

Additional Information Section
Product Notes:

Commissioners Court - Regular Session **29.**

Meeting Date: 05/01/2018

Superion add-on quote for Crime Lab module

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Add-On Quote for the Crime Lab module to the law enforcement records management system between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

Background

This is an add-on module for the Sheriff's Office to add the Crime Lab module to the Records Management System (RMS). This is a budgeted item under Technology Services' operating budget. The cost is $9,500 and the annual maintenance is $1,152/year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Superion Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/25/2018 10:58 AM
Form Started By: Richard Semple		Started On: 04/25/2018 10:47 AM
Final Approval Date: 04/25/2018		

Add-On Quote

Quote Number: Q-00004668 **Valid Until: 07/03/18**

Quote Prepared For:
Janessa Stephens, Systems Administrator
Williamson County
301 SE Inner Loop Rd, Suite 105
GEORGETOWN, TX, 78626
512-943-1175

Quote Prepared By:
David Bateman, Client Success Executive
Superion
1000 Business Center Dr
Lake Mary, FL 32746
Phone: 4073043470 Fax:
david.bateman@superion.com

Date: 04/05/18

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact David Bateman with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Crime Lab	1	$7,200.00	$1,152.00
Total		**$7,200.00**	**$1,152.00**

Professional Services
Installation & Configuration

Product Name	Amount
ONESolution Records Management Installation	$700.00
Total	**$700.00**

Training

Product Name	Amount
ONESolution Records Management Training	$1,280.00
Total	**$1,280.00**

Project Management

Product Name	Amount
ONESolution Records Management Project Management	$320.00

Total		**$320.00**
Total Professional Services		**$2,300.00**

Summary

Product/Service	**Amount**	
License Fees	$7,200.00	
Professional Services	$2,300.00	
Subtotal		**$9,500.00**
Total		**$9,500.00**
Net Maintenance		$1,152.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

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Comments:

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

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Janessa Stephens, Systems Administrator
Williamson County

Authorized Signature: _____ **Printed Name**: _____

Date: _____

Additional Information Section
Product Notes:

Commissioners Court - Regular Session **30.**

Meeting Date: 05/01/2018

SPJST Rest Home Financing through New Hope Cultural Education Facilities Finance Corporation

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a Resolution approving New Hope Cultural Education Facilities Finance Corporation Notes, Series 2018 for the benefit of S.P.J.S.T. Rest Home in compliance with Section 147(f) of the Internal Revenue Code.

Background

New Hope Cultural Education Facilities Finance Corporation (the "Issue") proposes to issue tax-exempt obligation pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended to provide funds to finance and refinance certain health facilities for S.P.J.S.T Rest Home. The proceeds of the Obligations will be spent to refinance certain tax-exempt obligations that were issued in 2015 for additional facilities at the Borrower's campus in Taylor, Texas loacted at 1810 Old Granger Road, 501 East Lake Drive and 505 East Lake Drive.
Because the project is located in Williamson County, section 147(f) of the Internal Revenue Code of 1986, as amended requires the approval of Williamson County (or the highest elected official of Williamson County) be obtained to the financing by the Issuer after the holding of a public hearing. A public hearing was held at the offices of SPJST on April 19, 2018.
See attached resolution and documents for further explanation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo New Hope Cultural Education Facilities Finance Corporation

Resolution new Hope Cultural Education Facilities Finance Corporation

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Julie Kiley		Started On: 04/26/2018 10:49 AM
Final Approval Date: 04/26/2018		

McCALL
PARKHURST & HORTON

April 20, 2018

VIA EMAIL
Ms. Julie Kiley
First Assistant County Auditor
Williamson County
710 S. Main Street
Suite 101
Georgetown, Texas 78626

Re: S.P.J.S.T. Rest Home financing through New Hope Cultural Education Facilities Finance Corporation

Dear Ms. Kiley:

Enclosed is a request by S.P.J.S.T. Rest Home ("SPJST"), a Texas nonprofit corporation, that Williamson County consent to a project located in Williamson County to be refinanced by New Hope Cultural Education Facilities Finance Corporation (the "Issuer").

As the enclosed letter explains, the federal tax law requires that the consent of Williamson County be obtained to the financing by the Issuer. Williamson County will have no liability with respect to the proposed notes. Williamson County previously consented to the obligations that will be refinanced by these notes, and this consent resolution is substantially similar to a consent resolution adopted by the Commissioners Court of Williamson County on December 9, 2014.

The Issuer and SPJST would appreciate being placed on either the May 1 or May 8, 2018 Commissioners Court Agenda.

I will be in touch with you to answer any questions you may have.

Thank you for your assistance.

Sincerely yours,

McCall, Parkhurst & Horton L.L.P.

L. E. (Ted) Brizzolara, III

LEB:bc
Enclosures

cc: Ms. Carol Polumbo (via email)

McCALL
PARKHURST & HORTON

April 20, 2018

The Honorable County Judge
and Commissioners Court of Williamson County
710 S. Main Street
Suite 101
Georgetown, Texas 78626

Re: Consent by Williamson County to financing by New Hope Cultural Education Facilities Finance Corporation for S.P.J.S.T. Rest Home

Ladies and Gentlemen:

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") proposes to issue tax-exempt obligations (the "Obligations") pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act") to provide funds to finance and refinance certain health facilities for S.P.J.S.T. Rest Home ("SPJST"). The proceeds of the Obligations will be spent to refinance certain tax-exempt obligations (the "Prior Obligations") that were issued in 2015 for additional facilities at the Borrower's campus in Taylor, Texas located at 1810 Old Granger Road, 501 East Lake Drive and 505 East Lake Drive (the "Project").

SPJST is a Texas nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986. Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Obligations.

Because the Project is located in Williamson County, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the approval of Williamson County (or the highest elected official of Williamson County) be obtained to the financing by the Issuer after the holding of a public hearing. This consent resolution is substantially similar to the consent resolution adopted by the Commissioners Court of Williamson County for SPJST on December 9, 2014 with respect to the Prior Obligations. A public hearing was held at the offices of SPJST following reasonable public notice at 9:00 a.m. on April 19, 2018 and a copy of the minutes of the public hearing is enclosed. No member of the public attended.

For your convenience, I have enclosed a proposed form of a consent resolution.

This approval is required solely for the purposes of satisfying the requirements of the Code and to enable the Issuer to proceed with the proposed refinancing of the Project with proceeds of the Obligations. This consent in no way imposes any payment or other obligations on Williamson County in connection with the financing. Williamson County will have no liability with respect to the proposed Obligations.

Therefore, on behalf of the Issuer and SPJST we respectfully request that consideration of adoption of the enclosed consent resolution be placed on the agenda for the next available meeting of Williamson County, Texas, and that the Commissioners Court approve and adopt such resolution. Upon such approval, I would also very much appreciate if you would return three completed, originally executed and sealed certified resolutions to me in the self-addressed, stamped envelope enclosed for your convenience. Please retain one copy for your file.

Please do not hesitate to contact me at (214) 754-9233 should you have any questions or comments. Thank you very much for your cooperation and assistance.

Sincerely,

McCall, Parkhurst & Horton L.L.P.

L. E. (Ted) Brizzolara, III

LEB:bc
Enclosures

cc: Ms. Diane Volek
Mr. Cory Macdonald

RESOLUTION GIVING APPROVAL TO
A PROJECT FOR S.P.J.S.T. REST HOME

WHEREAS, the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") is empowered pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act"), to sell and deliver bonds or notes for the purpose of financing and refinancing the cost of health facilities, as defined in the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code; and

WHEREAS, S.P.J.S.T. Rest Home, a Texas nonprofit corporation and section 501(c)(3) organization (the "Borrower"), has requested the Issuer to issue its bonds or notes (the "Obligations") in a maximum aggregate principal amount not to exceed $20,000,000, the proceeds of which will be used for the refinancing of certain tax-exempt obligations, the proceeds of which were used to pay a portion of acquiring, constructing and equipping a facility with 74 skilled nursing beds and 60 assisted living units on a 9.9 acre site located at 501 East Lake Drive and 505 East Lake Drive in Taylor, Texas and a replacement nursing facility with approximately 72 units and 96 beds on a 15.729 acre site located at 1810 Old Granger Road in Taylor, Texas (the "Project"), and financing working capital in relation to the Project; and

WHEREAS, pursuant to section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the Issuer has caused to be published a notice of a public hearing (the "TEFRA Notice") with respect to the issuance of the Obligations and the financing and refinancing of the Project, and held such hearing at the Project after reasonable notice, at 9:00 a.m. on April 19, 2018 (the "TEFRA Hearing"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Code, the Commissioners Court of Williamson County, Texas, after the TEFRA Hearing, must approve issuance of the Obligations by the Issuer to enable the Obligations to qualify as tax-exempt obligations under the Code; Now Therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The Commissioners Court, solely for the purposes of section 147(f) of the Code, hereby approves the proposed Project and the issuance of the Obligations by the Issuer for the benefit of the Borrower, in an amount not to exceed $20,000,000.

Section 2. The foregoing approval is given in accordance with the provisions of section 147(f) of the Code and for no other purposes and is not to be construed as an undertaking by Williamson County, Texas. The Obligations shall not constitute a liability, indebtedness, or an obligation of Williamson County, Texas nor shall any of the assets of Williamson County, Texas be pledged to the payment of the Obligations.

Section 3. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED, this _____.

_____
County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 05/01/2018

TIDC Grant Application

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on application to the Texas Indigent Defense Commission for FY-19 Competitive Discretionary Grant Program and approving a resolution supporting the grant application.

Background

Research in neurobiology and psychology demonstrates that young adulthood is a distinct period of development, with significant cognitive and emotional intelligence changes occurring into the mid-twenties. Justice-involved young adults (17-24) are a population that requires a community-based, multi-disciplinary intervention to address the factors that often contribute to their involvement in the criminal justice system and help avoid the school to prison pipeline. Some risk factors for young adults are: at least one diagnosable mental health disorder, untreated or unrecognized trauma, substance use disorder, chronic unemployment, homelessness, and involvement in the CPS and foster care systems. The report "Transformative Justice: A Developmental Approach to System-Involved Emerging Adults", written by the Lone Star Justice Alliance is attached for further details and stats.
The grant application is requesting resources that will help provide young adults with community-based services through a localized, collaborative program to address the young adults issues and unmet needs, which could include mental health, substance use, housing, work force training and transportation. The program is similar to the Veterans Treatment Court with individualized treatment plans and close monitoring of participant progress to produce positive life outcomes, while maximizing community safety. The program will evidenced-based and outcome driven, with Texas A&M Public Policy Research Institute doing program evaluation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Youth Transformative Justice Report

Resolution

Grant Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Kathy Pierce		Started On: 04/26/2018 08:26 AM
Final Approval Date: 04/26/2018		

TRANSFORMATIVE JUSTICE:
A Developmental Approach to System-Involved Emerging Adults

LONE STAR JUSTICE ALLIANCE

APRIL 2018

DEFINITIONS

Emerging Adulthood: The phase of development between adolescence and adulthood, which encompasses the transition from a child who is dependent on parents or guardians for supervision and guidance, as well as emotional and financial support, into a fully mature, independent adult who engages as a productive and healthy member of society.

Similar terminology: "Young adults," "Transition Age Youth"

Source: Harvard Kennedy School www.hks.harvard.edu/youngadultjustice

INTRODUCTION

Emerging adults, ages 17-24, are a common, distinct and overrepresented population in the adult criminal justice system in Texas, posing challenges to appropriate service delivery for this age group. In 2012, emerging adults made up 10% of the U.S. population but comprised 29% of arrests,[1] and 21% of people admitted into adult prisons across the country.[2] Emerging adults of color are disproportionately incarcerated compared to their white counterparts; in 2012, the rate of incarceration either in state or federal prison, was more than 9 times greater for black males ages 18-19 than for white males of the same age, and nearly 3 times the rate for Hispanic men of the same age.[3] In the same year, black males ages 20-24 were incarcerated at a rate almost 7 times greater than for whites of the same age, and nearly 2.5 time the rate for Hispanic men of the same age.[4]

Emerging adults make up only 11% of Texans, yet they account for nearly 30% of arrests.

U.S. Department of Justice, Bureau of Justice Statistics (2014)

Recent advances in neurobiology and psychology research demonstrate that adolescent brain development continues into the mid-twenties, making emerging adults cognitively and emotionally different than older adults in their capacity to regulate their behavior.[5] Like juveniles, emerging adults are also especially susceptible to behavior change, and individualized, community-based interventions structured to address their unique needs can set them on the right path.[6]

Without appropriate intervention, emerging adults are likely to deteriorate, resulting in a worsening of emotional and behavioral problems and an increased likelihood of making contact with law enforcement. Research has demonstrated that institutional confinement grounded in purely punitive principles has little effect on, and may even increase the likelihood of recidivism among emerging adults.[7] Currently, over 75% of justice-involved young adults recidivate, the highest short-term recidivism rate of any age group;[8] young adults sentenced to a term of probation are revoked at a rate three times higher than older adults.[9]

Over 75% of justice-involved emerging adults recidivate, the highest short-term recidivism rate of any age group.

U.S. Department of Justice, Bureau of Justice Statistics (2014)

The vast majority of emerging adults who make contact with the criminal justice system can be better served in their communities, where services are cheaper and lead to better outcomes.[10] For this reason, **the intervention model of choice for emerging adults is individualized treatment in the least restrictive community-based setting**.[11] However, Texas communities often lack appropriately coordinated alternatives to incarceration that divert emerging adults away from the deeper ends of the criminal justice system and into intensive multi-disciplinary services and supports structured to address their unique needs and the factors that contributed to their system involvement. **Given the overrepresentation of emerging adults in the criminal justice system, what can be done in Texas to integrate the justice and health and human services systems to more adequately meet the needs of this population in their home communities and reduce the likelihood of their incarceration?**

This report identifies the ways in which emerging adults differ from older adults and make them vulnerable

Author's note: This report presents the findings of an original literature review using public reports and analyses on the behavioral health and criminal justice systems written by government agencies, advocate organizations, and research institutes. **For more information, please contact:** Elizabeth Henneke, Executive Director, ehenneke@lsja.org, or Alycia Welch, Director of Policy & Planning, awelch@lsja.org

justice system involvement, the intervention strategies that provide the best evidence available about what works in justice system response for emerging adults, and ultimately, outlines an approach for meeting the needs of emerging adults in their communities to produce positive health and public safety outcomes for all residents in Texas.

EMERGING ADULTS ARE DIFFERENT

Over the last 15 years, research has demonstrated that the brains of emerging adults and older adults are distinctly different in three areas, making them developmentally vulnerable to criminal behavior[12]:

Emerging adults develop an accelerator long before they can steer and brake.
Ronald Dahl, MD pediatrician and developmental psychologist

Limited self-regulation, or the ability to control one's emotions and behavior in the moment in order to achieve longer-term gains.[13] Self-regulation skills are especially weak for adolescents when the situation requires them to suppress a response to an emotional cue[14];

Sensitivity to immediate rewards and peer influence and less consideration of potential costs.[15] This age group inherently values peer approval above many other rewards, and their consequent fear of rejection influences their choices.[16] Simply the presence of peers can influence behavior, accounting for the high rate of emerging adults committing crimes in groups.[17]

Narrow ability to make decisions requiring future orientation, including the ability to appreciate long-term consequences, postpone immediate gratification, and resist influences like emotion and peers.[18]

Justice-Involved Emerging Adults Have Distinct Needs:

- Undiagnosed and untreated mental illness, trauma, and substance use or co-occurring disorders
- Chronic unemployment
- Homelessness and housing insecurity
- History of child protection and foster care system involvement
- Lack of basic academic skills
- Lack of work readiness skills

Studies suggest that these areas are associated with biological immaturity of the brain and with an imbalance of two developing brain systems. The brain system that influences pleasure-seeking and emotional reactivity develops more rapidly than the brain system that supports self-control, meaning emerging adults develop an accelerator long before they can steer and brake.[19] The ability to self-regulate, to develop a greater sense of autonomy, and to appreciate long-term consequences develops as individuals enter full adulthood, making emerging adults distinctly different from older adults.

Based upon this research, the U.S. Supreme Court held in three seminal cases that adolescents have diminished culpability and an increased likelihood of being positively rehabilitated,[20] underscoring the importance of making intervention decisions for this population using the best evidence available about what works in justice system responses.[21]

Social Determinants of Health:
The conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life.

Source: World Health Organization http://www.who.int/social_determinants/sdh_definition/en/

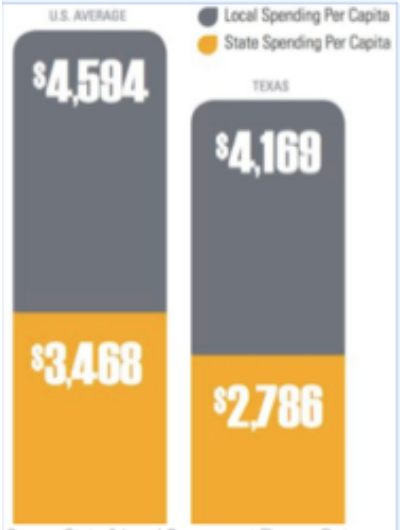
WHAT DO JUSTICE-INVOLVED EMERGING ADULTS NEED?

Emerging adults in the criminal justice system have other distinct needs that can increase their risk of recidivism. In addition to brain development, young adults' involvement with the justice system is also intricately tied to their health outcomes: the majority has at least one diagnosable mental

health disorder, untreated and unrecognized trauma, and is more likely than other age groups to have substance use or co-occurring disorders.[22]

Compounding these health and developmental factors, justice-involved young adults face significant challenges, such as chronic unemployment,[23] homelessness and housing security,[24] involvement with the child protection and foster care systems,[25] and lack basic academic and work readiness skills, [26] which also further increase their risk for justice system-involvement.[27] In the public health field, these challenges are referred to as the social determinants of health and are also known as criminogenic risk factors in the criminology field. These areas impact all age groups, but are particularly challenging for justice-involved emerging adults. The multitude of needs among this age group span several social systems, suggesting the need for an integrated approach to service delivery to prevent future justice system involvement.

Figure 1:
State and Local Spending Per Capita



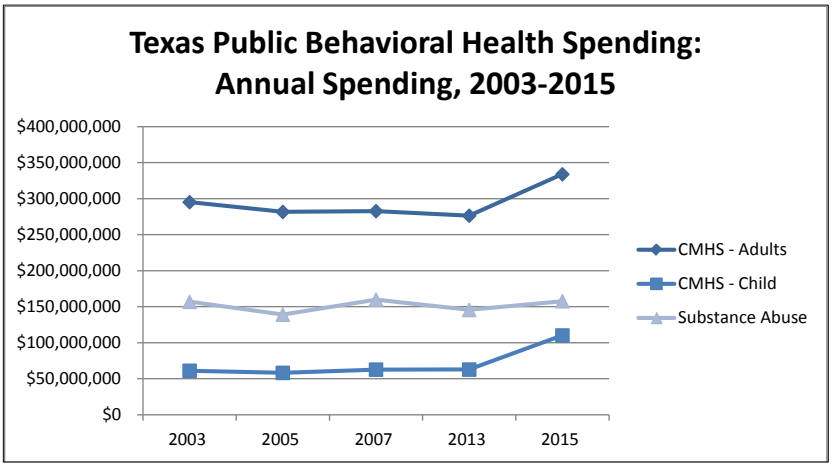
Source: State & Local Government Finance Data Query System, The Urban Institute-Brookings Institution Tax Policy Center, 2009 direct general expenditures.

KEY FACTORS CONTRIBUTING TO EMERGING ADULTS' UNMET NEEDS

Inadequate public services

The State of Texas spends less per resident on public services than the U.S. average, and ranks 43rd in the nation on direct general spending per capita, for state and local government.[28] Both state and local governments provide public services, and, looking at the combined effort in ***Figure 1***, Texas is a low-spending state. According to Episcopal Health Foundation, increased spending on services like public health, fire and ambulance, housing and community development, and libraries would likely lead to improved health outcomes for Texas counties.[29]

An example of the relationship between public service spending and health outcomes is the historically flat funding level of community behavioral health services and the low utilization rate of these services. As the chart below indicates, between 2003 and 2013, the amount of funding spent on the state's public behavioral health system remained relatively similar per year.[30] Over the same period, the state's population growth and economic decline contributed to an increase in the number of adults needing to access public mental health services. However, absent an attendant funding increase to meet the demand, the utilization rate of community behavioral health services declined. **According to the state's Department of State Health Services, in 2015, only 31% of people with a mental health diagnosis who qualify for public mental health services received treatment from the public behavior health system.**[31] This rate suggests a vast majority of Texans with mental health needs are not receiving community-based treatment, and research shows young adults are more likely than their younger counterparts to access and use mental health services. Of the total number of individuals receiving outpatient mental health services, 13% were teens, aged 12-17, and 10% were emerging adults.[32] Among



those receiving inpatient or residential care, the gap was even greater: 38% of individuals accessing these services were teens and 18% were emerging adults.[33]

Researchers predict that a 10% increase in per-capita spending on public services could improve a county's national health ranking by one to seven spots in just four years[34] by increasing the capacity, and therefore the accessibility, of services.

Limited social and economic opportunities

Across all measurements of social and economic opportunities for health, Texas ranks worse than the national average, suggesting communities lack opportunities for individuals to achieve positive health outcomes:

- ***22% of children live in poverty compared to 20% children across the country***.[35] Poverty limits opportunities for quality housing, safe neighborhoods, healthy food, living wage jobs, and quality education. As poverty and related stress increases, health worsens.
- ***19% of residents are uninsured, compared to the national average of 11% of residents.***[36] Health insurance helps individuals and families access primary care, specialists, and emergency care. Individuals without insurance are often diagnosed at later, less treatable stages of disease and at higher costs.
- ***The teen birth rate in Texas is almost twice the national rate, 41 and 27 births per 1,000 females, ages 15-19, respectively.***[37] Teenage motherhood is more likely to occur in communities with fewer opportunities for education or jobs. Teen mothers are less likely to complete high school and face challenges to upward economic mobility and their children often have fewer social and economic supports and worse health outcomes.

Limited social and economic opportunities increase the risk of adverse health outcomes and the risk of justice system involvement.

THE UNMET NEEDS OF YOUNG ADULTS CONTRIBUTE TO JUSTICE INVOLVEMENT

Transitioning from an adolescent to an adult worker, parent, spouse, or household leader is a key to desistance from criminal activity.[38] The transition into adulthood is marked by several outcomes that are typically lacking in the justice-involved young adult population. These markers of instability correspond with distinct needs that contribute to young adults' high recidivism rates, including:

- **Education**: Justice-involved young adults tend to have low education levels (less than two-thirds has their high school diploma) and deficient literacy skills; many qualify for special education services, yet few existing educational programs structured to help individuals recover high school credits or earn a GED attract young adults.[39]
- **Employment:** The general population of young adults has difficulty finding work because most have little or no job experience or vocational skill.[40] This is especially acute for justice-involved young adults, who often have less education and a public criminal record, limiting their earning power and their likelihood of establishing successful, conventional lifestyles.[41]
- **Behavioral health:** Almost 60 percent of people age 24 and younger show symptoms of drug abuse or dependence when they enter prison—the highest of any age bracket.[42] According to the Substance Abuse and Mental Health Services Administration (SAMHSA), without appropriate evaluation and effective treatment services, individuals with a behavioral health diagnosis are likely to deteriorate, resulting in a worsening of emotional and behavioral problems and an increased likelihood of making contact with law enforcement.

- **Social environment:** Research shows that instability in a young person's social environment increased the likelihood of their involvement with the justice system.[43] For example, young adults are disproportionately represented as victims of crime. People aged 18-20 and 21-24 experience rates of violent victimization of 33.9 and 26.9 per 100,000 respectively, which is much higher than for the total population (14.9 per 100,000).[44]

The punitive approach to the adult criminal justice system is not currently equipped to meet these needs effectively. Justice involvement impedes the ability of young adults to complete their education, reducing their average lifetime earnings by nearly half of earnings of individuals who earned an associate degree and almost two-thirds less than those with a bachelor's degree.[45] Compared to the general population, people who served time in prison will earn 10-30% less than their non-incarcerated counterparts, and will have a 30 percent reduction in wage growth.[46] As a result they, their families and their communities will have fewer resources over a period of decades.[47] Therefore, the needs of young adults are a result of the systemic depletion of resources needed to promote prosocial roles and resiliency that lead to desistance and improve public safety.

Moreover, the existing punitive approach of sanctioning individuals for an incident of misbehavior has not proven to increase public safety. **Research shows that increased criminal sanctions do not reduce recidivism, especially for young adults.**[48] A large longitudinal study of young adults convicted of a violent offense age 14–25 found no difference in recidivism rates among comparable youth from imprisonment instead of probation, or from longer terms of imprisonment.[49]

On the other hand, changes in a young person's social environment and community-based services following release both strongly correlated with drops in recidivism and improved health outcomes.[50] However, a siloed approach to service delivery between service systems present additional barriers to providing community-based services to young adults. Many public systems (e.g. education, health care, Medicaid coverage and child welfare) terminate or change conditions of care as youth transition to adulthood, limiting their access to services and networks needed to address their unmet needs.[51] Additionally, a lack of coordination across service systems can result in duplication or gaps in services.[52]

Therefore, criminal justice professionals have an important role in partnering with professionals in the public health field, which focuses on population health and on the environmental factors in a community that impact behavior. In fact, public health work and criminal justice reform intersect across multiple areas[53]:

- Involvement in the justice system is a social determinant of health with multi-generational health impacts.
- Many people involved in the justice system face multiple health challenges, including mental illness, substance use, and trauma.
- Equity is an important public health value and goal, and the justice system disparately impacts marginalized and vulnerable communities (e.g. people of color, people living with low incomes, etc.).
- Societal conditions that lead to inequitable involvement in the justice system are the same conditions that lead to health inequities.
- Public health focuses on upstream prevention, reducing harm, restoring people to full physical, mental, and social health, and valuing life. These focus areas support working for transformations to every stage of justice system involvement.

For these reasons, diverting young adults away from the deeper ends of the criminal justice system and into community-based services and interventions should integrate the health and social service systems that interact with young adults before and after their involvement with the justice system to address the multitude of individual and systemic factors that increase criminogenic risk.

LIMITATIONS OF EXISTING JUSTICE SYSTEM PROCESS

Despite the prevailing evidence that shows community health investments have a positive approach to reducing recidivism, the standard criminal justice system framework provides few methods for integrating the multitude of social service systems to address the complex and varied needs among young adults. There are several factors inherent in the existing system that impede this type of integration:

(1) ***Lawyers are responsible for behavior change:*** Prosecutors are the actors primarily responsible for setting out the "punishment" a person must serve in a criminal case and, as lawyers, prosecutors generally lack substantial training and expertise in behavioral health.[54] As such, prosecutors are not in a good position to identify those who might in fact be good candidates for inclusion in a community-health approach to behavior change. Even when prosecutors see indications of behavioral or cognitive disorders that might suggest that a response other than incarceration is appropriate, they may lack confidence in their observations, causing them to be too conservative in endorsing alternatives.[55]

(2) ***Lack of team-based decision making process:*** Without formalized programs, prosecutors alone have the responsibility of determining the appropriate disposition of the cases that are presented to them and likewise bear the responsibility for diverting an individual from the traditional path to prison if the person ultimately engages in future criminal activities.[56] Because one actor holds the bulk of the discretion in the justice system decision-making process, there are few access points for integrating public health and social service experts.

(3) ***Limited resources to promote integration:*** While many diversion programs have achieved positive results among participants, such programs are not uniformly available and frequently suffer from a shortage of resources.[57] These programs are not given the attention and status of the mission of a prosecutor's office, which is pursuing and obtaining criminal convictions, and as a result, diversion programs are not vested with the status of a legitimate, essential component of the criminal justice system and are not provided the resources necessary to achieve participants' long-term treatment, support and recovery.[58] Without resources, programs lack the operational infrastructure needed to provide evidence-based practices with fidelity.

These factors increase the likelihood that young adults will be treated in an adult system that fails to recognize their developmental needs and support them in their home communities.

INNOVATIVE INTERVENTION MODELS

Recognizing the differences between emerging adults and their older adult counterparts, some jurisdictions across the country have attempted to address the developmental needs of justice-involved emerging adults. According to Pew Charitable Trust's evidence-based policymaking framework, governments should conduct a three-step process to assess exiting programs to help determine the most effective method of appropriating resources in support of community health and safety:

1) **Program inventories** provide detailed lists of existing interventions provided by all or select government agencies in order to help officials/stakeholders better align resources with needs, avoid

duplication, and ensure that services reach the right clients.

2) **Program evaluations** reveal that some programs are much more likely than others to achieve desired outcomes. An evidence review categorizes programs by evidence of their effectiveness and enables government leaders to make more informed funding decisions and guide program monitoring and evaluation.
3) **Cost-benefit analyses** help policy makers identify, fund, and advocate for interventions likely to generate the highest returns on taxpayer investment.

The challenge for local and state governments in determining the most effective method of promoting emerging adult justice is that existing interventions are either very new or have operated on a small scale, so there is no study reaching conclusions about their results or cost-effectiveness.[59] Most of the existing programs were developed based on personal interactions with emerging adults and observations and knowledge of the population.[60]

There is no study reaching conclusions about [existing programs'] results or cost-effectiveness.
Source:
Council for State Government

Existing Intervention Methods:

- Young Adult Courts
- Probation and Parole Programs
- District Attorney-led Programs
- Community-based partnerships

At this early stage in the creation of developmentally appropriate interventions for justice-involved young adults, the first stage of Pew's framework, "program inventories," could provide the most robust analysis of best practices. Preliminary data tracking the outcomes of existing interventions for this age group demonstrate that the justice system can improve public safety by addressing their unique needs using the following intervention methods:

Young adult courts: Modeled on existing drug courts, young adult courts create a collaboration among probation, district attorneys, and defense counsel to provide intensive services and frequent contact through court hearings to monitor participant progress. Some programs provide reduced charges and/or expunge the records of participants that successfully complete the program.

- ***Young Adult Court (YAC), San Francisco, California*** is structured to improve justice outcomes for young adults charged with a felony offense through the use of community-based services provided through a structure of service phases, a system of sanctions and incentives, intensive case management support, and monitoring participant progress.
- ***Project Engage, Austin, Texas:*** A docket created especially for individuals aged 17-19 and charged with a misdemeanor offense. The docket aims to reduce the number of revocations, convictions and jail sentences by providing participants the additional support and structure of regular judicial oversight within a probation terms with maximum supervision and an emphases on school and/or work.
- ***Second Chance Community Improvement Program (SCCIP), Dallas, Texas:*** Diversion program for young people age 18–25 convicted of non-violent felony offenses. Program participants are required to complete GED, parenting and life skills classes over 6–12 months, and are eligible to have their offense expunged upon completion.
- ***Denver Juvenile and District Drug Court, Denver, Colorado***, specially focuses on young adults involved with the adult criminal justice system. Case managers are trained in adolescent-based development and treatment strategies rooted in the belief that young adults cognitively function like adolescents and the court emphasizes non-jail sanctions.[61]
- ***Young Adult Drug Court Collaborative, Pasco and Pinellas, Florida*** is an interagency effort to tailor a treatment model to the distinct needs of young people age 18-26.[62]

- ***Young Adult Court, Bonneville and Jefferson, Idaho*** for people aged 18-24. At sentencing, a judge may place a young person on probation while he or she completes the young adult court's program, which lasts for two years and can accommodate 50 people.[63]
- ***St. Mary's Parish Drug Court, Young Adult Program, St. Mary's, Louisiana*** for young people age 18-25. The program is designed to employ best-practice strategies to reduce crime and substance abuse among high-risk, high-need young adults using evidence-based interventions.[64]
- ***You Persons Track, St. Louis Adult Felony Drug Court, St. Louis, Missouri***, aimed at young people aged 17-22. The main components of the program's holistic needs-based approach are alcohol and drug education, counseling and therapy, parenting classes, and employment training and placement.[65]
- ***Young Adult Court, Douglas, Nebraska*** for young people under age 25 charged with a felony. The two-year program involves three phases, during which an array of life-skills classes, counseling, employment assistance, and other supports are available as needed. As participants progress through the program, the sentence is reduced to a misdemeanor. The program supports about 30 participants at a time.[66]
- ***Brooklyn Justice Initiatives, Kings, New York***, a diversion program for young adult misdemeanants age 16-22 within the Kings County court system. The program creates an alternative to incarceration involving service-oriented community supervision, including mental health and drug treatment, education, employment and job training.[67]
- ***King County Drug Diversion Court, King, Washington***, a designated young adult program for young people age 18-25. After 60 days in jail, participants are released to the community, where they must comply with a multi-phase program requiring attainment of long- and short-term goals.[68]

Probation and parole programs: Overlapping with young adult specialty courts, probation and parole departments serve as the lead agency, providing case management and referring participants to individualized services. In addition to charges reduced and/or their records expunged, successful completion often results in a decrease in the length of participants' probation supervision terms. Officers serve in a more supportive role, such as surrogate parents, life coaches, teachers or counselors.

- ***Intensive Supervision Service (ISS), Columbia, South Carolina:*** Available for young adults with no previous convictions, the program is structured to reduce recidivism, improve family and individual functioning, and ensure community safety. The model employs Intensive Supervision Officers to carry out a community supervision service for participants and an intensive aftercare programs for those who successfully complete the program. Officers identify community resources and services to address individual needs. After two years, only 13.5% of participants return to prison, including for new crimes and technical violations of parole.[69]
- ***Young Adult Diversion Program, Kalamazoo, Michigan,*** for defendants age 17-20 charged with certain misdemeanors and without prior convictions. Defendants are placed on probation for 6-24 months, and avoid a criminal conviction if they successfully complete the program.[70]

District Attorney-led programs: DAs are responsible for case management and supervision of participants, offering activities similar to those in young adult courts and probation-based programs.

- ***Brooklyn Young Adult Initiative:*** Through the initiative, the King County District Attorney's Office created a dedicated prosecution unit in conjunction with the Brooklyn Young Adult Court. The DA offers participants alternative-sentencing options, including onsite services and referrals to community-based programs offering mental health counseling, drug treatment, education, employment assistance and job training.

Community-based partnerships: Programs that are managed and operated by community organizations rather than justice system stakeholders. These community organizations offer services to address the needs of participants without the monitoring or supervision of the justice system.

- ***Roca, Inc.***, a nonprofit organization in Massachusetts that works with high-risk young adults age 17–24, developed an intervention model that involves two years of intensive street outreach, educational programming, pre-vocational training, cognitive- behavioral and life skills training, and employment support.[71] The program involves another two years of less intensive, supportive follow-up.[72] In FY15, Roca served over 650 high-risk young men; 93 percent were not rearrested in that year, and 92 percent had been employed for at least 90 days.[73]
- ***UTEC,*** also in Massachusetts, employs a similar approach and developed several in-house social enterprises (e.g., a mattress recycling service, food services, woodworking). UTEC established contracts with local hotels and colleges to create employment opportunities for participants in a supportive setting. The social enterprises incentivize positive behavior. Participants that do not comply with program requirements are placed on temporary restrictions from the social enterprise opportunities. In FY17, UTEC served 136 young adults ages 17-25; 90 percent of young adults served were not arrested during the year.

Importantly, despite health-related needs driving emerging adults justice system involvement, none of the existing programs aim to provide a health-based alternative to incarceration for this age group.

BEST PRACTICE PRINCIPLES OF INTERVENTION

While outcomes and cost-effectiveness are unavailable, there are common elements among existing interventions that can provide an understanding of key principles for intervening with emerging adults when they make contact with the adult criminal justice system. These elements align with the methods proven successful in reducing recidivism.[74]

Intensive, individualized case management: individualized services include education or vocational training, mental health and/or substance use recovery services, and assistance with housing and employment. Intensive refers to the level of oversight provided by the lead case manager. Most existing programs required frequent check-ins with program participants to ensure they achieve program goals.[75] However, **the individual or entity providing case management is a critical variable toward promoting sustainable behavior change**. Research shows that behavior change that is attached to one's own values and reasons to change will last longer than change that is externally imposed.[76] Interpersonal interactions with service providers trained in specialized cognitive behavior techniques, such as motivational interviewing, play a major role in implementing this principle. Consequently, programs that employ probation or community supervision departments, trained to emphasize compliance monitoring, to serve as case managers may impede participants' ability to achieve behavior change.[77]

Risk-Needs-Responsivity structure: The most effective programs conform to the principles of risk, needs and responsivity.[78] The risk principle advises services and supervision be applied in direct proportion to an individual's criminogenic risk, with lower-risk individuals receiving less-intensive interventions and higher-risk individuals receiving interventions of higher intensity.[79] The need principle promotes the administration of treatment and programming according to individuals' assessed needs that are amenable to change, such as time spent with antisocial peers and truancy.[80] The responsivity principle states that interventions should be tailored to an individual's learning style, level of motivation, abilities, and strengths so that services are delivered in a manner in which youth will be most receptive.[81]

By contrast, most programs structure their eligibility requirements to include individuals charged with misdemeanor, non-violent offenses and exclude high-risk, high-need individuals, who are often seen as not "ready" or "motivated" to change their behavior. However, because low-risk individuals often engage positively in the community and demonstrate progress under their own power, programs should instead align with RNR principles by allocating more resources and treatment to those at higher risk and likely to reoffend without intervention.[82] Moreover, some individuals living with mental illness or other unmet cognitive needs may not exhibit typical indicia of remorse or may not at the time of arrest appear to be motivated to change.[83] To ensure fidelity to RNR principles, programs should use risk-needs assessment tools that are developmentally tailored to young adults.[84]

Incentive-based behavior response system: Positive reinforcement coupled with a set of clear boundaries are effective in supporting sustainable behavior change.[85] Existing programs may offer reduced sentencing or probation, expunging criminal records, or a reduction in charges as an incentive for achieving successful program completion. However, programs also need to employ a rewards response system throughout program participation in order to incentivize participants to achieve their goals and promote prosocial interactions.[86]

Specialized skill training with directed practice: This evidence-based principle suggests that cognitive-behavioral techniques (CBT) and "social learning" should become a central part of programming.[87] Stakeholders involved in participants' criminal cases should receive specialized training in areas such as trauma, brain development, moral decision-making, and impulsivity among young adults. Training should include methods for employing these techniques beyond the boundaries of treatment to the everyday interaction between case managers, program administrators and participants, allowing staff to identify criminal thinking and antisocial behavior, redirect it, and promote prosocial behavior.[88]

Engage ongoing support in natural communities through restorative justice: Research shows connecting individuals with prosocial activities in their own community promotes positive behavior.[89] An example of these activities include restorative justice and harm reduction initiatives in which participants are required to perform some type of reconciliation with individual victims or with the community. Programs should draw on local services and resources to respond to the needs of participants, promoting a local jurisdiction's ability to sustain the program over time.

Measure processes and practices and provide outcome feedback: Only those interventions that are consistently tracked and evaluated can truly be proven successful, emphasizing the need of programs to collect data on an ongoing basis, conduct rigorous analysis of procedures and outcomes, and regularly manage performance by providing feedback according to evaluation outcomes. Existing programs share the common goal of reducing the likelihood of future justice system involvement among program participants and accordingly rely on recidivism rates as the primary method of measuring the success of the intervention, requiring internal data tracking systems. However, programs should track additional measures that evaluate the multitude of factors that lead to justice system involvement, including health outcomes and the social determinants of health.[90]

RECOMMENDATION: COMMUNITY HEALTH ALTERNATIVE TO INCARCERATION FOR EMERGING ADULTS

Positive community safety and health outcomes for justice-involved young adults are associated with integrated program models.[91] These outcomes include reduced criminal activity, fewer young adults at all points in the justice system, and improved integration of the justice system and community-based health and human services that promotes the efficient use of public resources.[92]

To achieve these outcomes, local criminal justice systems could consider ***establishing a formal diversionary option to the criminal justice system for young adults, aged 17-24, charged with a felony offense*** that, in lieu of incarceration, provides participants community-based services through a localized, integrated program structured to support positive life outcomes, improving participants' health outcomes while simultaneously reducing their criminogenic risk and the likelihood of their continued justice system involvement.

Key elements of this type of process includes:

- ***Panel of experts to inform decision-making:*** Many of the efforts that are necessary to achieve the outcomes of crime, recidivism, victimization and expenditure reduction includes a variety of agencies, organizations, and institutions involved with public health.[93] They encompass treatment for mental health, substance use, and unmet cognitive, intellectual, and physical health needs, as well as federal agencies and organizations, like Medicare and Medicaid, Veterans Affairs, Housing and Urban Development, and many more state and local organizations.[94] Therefore, a formal diversionary option for young adult should integrate the expertise of a variety of professionals to identify individuals appropriate for diversion and to develop and implement services structured to prevent involvement in the deeper ends of the criminal justice system. In place of the current system of prosecutors using their discretion to make diversion decisions according to imprecise criteria and evaluation, the proposed "panel of experts" would be a separate, quasi-independent entity designed and staffed by behavioral health experts and experts from social services (i.e. social workers, psychiatrists, psychologists, and other mental health, addiction, and neurocognitive professionals) that encompass the multitude of social determinants of health.

- ***Risk-Needs-Responsivity principles and predictive tools:*** Case managers affiliated with a local non-profit community development corporation should conduct a needs assessment tool tailored to the unique developmental factors contributing to participants' behavior, ideally pre-indictment to reduce the likelihood of a participant to be compelled to take time served in jail over a more effective community-based intervention.[95] The assessment should be the most reliable diagnostic and predictive tool available to stakeholders.[96] The panel of experts would analyze the assessment results and communicate their recommendation for diversion to the criminal justice stakeholders (i.e. prosecutor, judge, etc.). The panelists then use the results to develop an individual care plan, structured with the supports and services needed to achieve the identified goals of behavioral health recovery, the development of prosocial roles and responsibilities, and a reduction in criminogenic risk.

- ***Community-based interventions:*** Because treatment and services are most effective when they are provided in the least-restrictive environment, namely, communities and neighborhoods not jails or prisons, diversion and alternatives to incarceration for young adults should be structured through a public health lens that promotes community-based services.[97] Not only are community-based treatment and services for mental illness and substance use preferable from the perspective of behavioral health experts, but it has also been found to be more effective than treatment in an incarceration setting.[98] The panel of experts would be responsible for identifying a set of services and treatments that could meet the needs of participants and recommending those to the justice system stakeholders. The experts would also oversee participants' progress toward achieving the goals identified in their care plan and recommending adjustments as needed to promote participants' success in the program. Community-based services to which participants are diverted would also be interdisciplinary and separately funded from prosecuting authorities to ensure that

minimizing recidivism remains at the core of their mission.[99] Fully funded programs run by experts in the field using evidence-based programs and practices have the prospect of substantially lowering recidivism rates.[100]

- ***Outcome-driven:*** This type of diversion process asks prosecutors to emphasize diversion for as many participants as possible, offering to expunge the records of those individuals that successfully achieve the desired outcomes and complete the program.[101] However, prosecutors can also identify cases that are ineligible for diversion due to the nature or severity of the crime. In these cases, prosecutors may refer participants to the program during the pre-trial period, and the outcomes participants' achieve could be used to mitigate the case disposition. Prosecutors may consider deferred adjudication probation to participants or pursue a contested case, and the incentive for participants' success during the program would be a reduction in the sentence imposed if they are ultimately convicted. This process would incentivize prosecutors to include mitigating information in applying a reduced punishment for participants.
- ***Ongoing evaluation:*** This process would be coupled with an ongoing program evaluation conducted by a third-party research institute (i.e. a local academic institution, etc.). While recidivism is the primary method of measuring the success of any intervention affiliated with the criminal justice system, it is also important to track the outcomes of factors that moderate criminal behavior, including health outcomes and the impact of social determinants of health such as social bonds, education attainment, and employment.[102] The anticipated outcomes will inform a new definition of public safety, one that is based on positive life outcomes of justice-involved emerging adults, such as achieving behavioral health goals and obtaining a job, rather than their failures (e.g. rates of arrest, reincarceration, and confinement).

Jurisdictions that employ these research-informed practices may be able to reduce the recidivism rates of justice-involved young adults while simultaneously promoting community health and safety.

REFERENCES

[1] United States Department of Justice, Federal Bureau of Investigation (October 2013). "Crime in the United States, 2012." Data retrieved on 23 April 2018, from https://ucr.fbi.gov/crime-in-the-u.s/2012/crime-in-the-u.s.-2012/tables/38tabledatadecoverviewpdf.

[2] Carson, E.A., and Golinelli, D. "Prisoners in 2012: Trends in Admissions and Releases, 1991-2012." U.S. Department of Justice, Office of Justice Programs Bureau of Justice Statistics (2014): 25. https://www.bjs.gov/content/pub/pdf/p12tar9112.pdf; *see also:* Schiraldi, Vincent, Bruce Western and Kendra Bradner. *Community-Based Responses to Justice-Involved Young Adults*. New Thinking in Community Corrections Bulletin. Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2015. NCJ 248900: 7. *See also:* Perker, Selen Siringil and Chester, L.. "Emerging Adults: A distinct population that calls for an age-appropriate approach by the justice system." Cambridge, MA: Program in Criminal Justice Policy and Management (2017): 5, highlighting that the Bureau of Justice Statistics stopped publishing "admission" statistics by age in 2013, and now publishes only yearend (December 31) population of correctional facilities by age. Thus, 2012 is the most recent year data is available for comparison of admission rates by age,.

[3] Carson, E.A., and Golinelli, D. "Prisoners in 2012: Trends in Admissions and Releases, 1991-2012." U.S. Department of Justice, Office of Justice Programs Bureau of Justice Statistics (2014): 25. https://www.bjs.gov/content/pub/pdf/p12tar9112.pdf; *see also:* Schiraldi, Vincent, Bruce Western and Kendra Bradner. *Community-Based Responses to Justice-Involved Young Adults*. New Thinking in Community Corrections Bulletin. Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2015. NCJ 248900: 7.

[4] Carson, E.A., and Golinelli, D. "Prisoners in 2012: Trends in Admissions and Releases, 1991-2012." U.S. Department of Justice, Office of Justice Programs Bureau of Justice Statistics (2014): 25. https://www.bjs.gov/content/pub/pdf/p12tar9112.pdf; *see also:* Schiraldi, Vincent, Bruce Western and Kendra Bradner. *Community-Based Responses to Justice-Involved Young Adults*. New Thinking in Community Corrections Bulletin. Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2015. NCJ 248900: 7.

[5] Kathryn Monahan, Laurence Steinberg, Elizabeth Cauffman, and Edward Mulvey, "Psychosocial Immaturity from Adolescence to Early Adulthood: Distinguishing Between Adolescence-Limited and Persistent Antisocial Behavior," *Development and Psychopathology* 25, no. 4 (November 2013): 1093–1105; Sara Johnson, Robert Blum, and Jay Giedd, "Adolescent Maturity and the Brain: The Promise and Pitfalls of Neuroscience Research in Adolescent Health Policy," *Journal of Adolescent Health* 45, no. 3 (September 2009) 216–221; Elizabeth Shulman, Kathryn Paige Harden, Jason Chein, and Laurence Steinberg, "The Development of Impulse Control and Sensation-Seeking in Adolescence: Independent or Interdependent Processes?" *Journal of Research on Adolescence* 26, no. 1 (March 2016): 37–44; Kerstin Konrad, Christine Firk, and Peter Uhlhaas, "Brain Development During Adolescence: Neuroscientific Insights into this Developmental Period," *Deutsches Arzteblatt* 110, no. 25 (June 2013): 425–431.

[6] Schiraldi, V., Western, B., and Bradner, K. "Community-Based Responses to Justice- Involved Young Adults." New Thinking in Community Corrections Bulletin. Washington, D.C.: U.S. Department of Justice, National Institute of Justice (2015): 3 ("New research on young adult development and historical changes in the transition to adulthood motivate a new, community-based strategy for young adults in the criminal justice system").

[7] NJJN Commission on Youth and Public Safety p.19, Mark W. Lipsey, "The Primary Factors that Characterize Effective Interventions with Juvenile Offenders: A Meta-Analytic Overview," *Victims & Offenders* 4, no. 2 (April 2009): 124–47; Jeffrey A. Butts, Gordon Bazemore, and Aundra Saa Meroe, *Positive Youth Justice: Framing Justice Interventions Using the Concepts of Positive Youth Development* (Washington, DC: Coalition for Juvenile Justice, 2010); Brent B. Benda and Connie L. Tollett, "A Study of Recidivism of Serious and Persistent Offenders Among Adolescents," *Journal of Criminal Justice* 27, no. 2 (March–April 1999): 111–26; and Mark W. Lipsey and Francis T. Cullen, "The Effectiveness of Correctional Rehabilitation: A Review of Systematic Reviews," *Annual Review of Law and Social Science* 3 (December 2007): 297–320.

[8] Carson, E.A., and Golinelli, D. (2014). "Prisoners in 2012: Trends in Admissions and Releases, 1991-2012." U.S. Department of Justice, Office of Justice Programs Bureau of Justice Statistics. The Bureau of Justice Statistics stopped publishing "admission" statistics by age in 2013, and now publishes only yearend (December 31) population of correctional facilities by age. 2012 is, thus, the most recent year data is available for comparison of admission rates by age;

[9] Data retrieved from a Public Information Act request submitted by the Texas Criminal Justice Coalition.

[10] National Research Council, *Reforming Juvenile Justice*, 101.

[11] Vincent Schiraldi, Bruce Western, Kendra Bradner, "Community-Based Responses to Justice-Involved Young Adults," National Institute of Justice, Department of Justice Office of Justice Programs, NCJ No. 248900 (September 2015): 10-14. https://nij.gov/publications/pages/publication-detail.aspx?ncjnumber=248900

[12] National Research Council. (2013). *Reforming Juvenile Justice: A Developmental Approach.* Committee on Assessing Juvenile Justice Reform, Richard J. Bonnie, Robert L. Johnson, Betty M. Chemers, and Julie A. Schuck, Eds. Committee on Law and Justice, Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press, 92.

[13] National Research Council, *Reforming Juvenile Justice: A Developmental Approach*, 92.

[14] National Research Council, *Reforming Juvenile Justice: A Developmental Approach*, 93.
[15] Monique Ernst, et al., "Amygdala and Nucleus Accumbens in Responses to Receipt and Omission of Gains in Adults and Adolescents," *Neuroimage* 25, no. 4 (June 2005): 1279–91.
[16] Elizabeth Cauffman and Laurence Steinberg, "Emerging Findings from Research on Adolescent Development and Juvenile Justice," *Victims & Offenders* 7, no. 4 (2012): 434.
[17] Asha Goldweber, et al., "The Development of Criminal Style in Adolescence and Young Adulthood: Separating the Lemmings from the Loners," *Journal of Youth and Adolescence* 40, no. 3 (March 2011): 332–46.
[18] National Research Council, *Reforming Juvenile Justice*: 95.
[19] Elizabeth S. Scott and Laurence Steinberg, "Adolescent Development and the Regulation of Youth Crime," *Future of Children* 18, no. 2 (Fall 2008): 2, https://ccoso.org/sites/default/files/import/Adol-dev-and-reg-of-crime.pdf; *see also:* Gopnik, Alison (January 28, 2012). "What's Wrong With the Teenage Mind?" *Wall Street Journal*, https://www.wsj.com/articles/SB10001424052970203806504577181351486558984
[20] *See Roper v. Simmons,* 543 US 551 (2005); *Graham v. Florida,* 130 S. Ct. 2011 (2010); *Miller v. Alabama* 132 S. Ct. 2455 (2012).
[21] Creelan, Jeremy M. and Soffiyah Elijah. *Final Report of the Governor's Commission on Youth, Public Safety and Justice: Recommendations for Juvenile Justice Reform in New York State* (2014): 19, http://www.njjn.org/uploads/digital-library/ReportofCommissiononYouthPublicSafetyandJustice_0%20(1).pdf.
[22] National Research Council, *Reforming Juvenile Justice*, 84..
[23] U.S. Department of Labor, *Labor Force Statistics from the Current Population Survey* (accessed April 24, 2018), http://www.bls.gov/web/empsit/cpseea10.htm (showing unemployment rates for emerging adults far exceeding those of older age groups); Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 4, https://csgjusticecenter.org/wp-content/uploads/2015/11/Transitional-Age-Brief.pdf; for more information on the impact of labor market outcomes on the transition to adulthood, *see also:* Danzinger, S. and Ratner, D (2010). "Labor Market Outcomes and the Transition to Adulthood," *The Future of Children* 20(1), https://futureofchildren.princeton.edu/sites/futureofchildren/files/media/transition_to_adulthood_20_01_fulljournal.pdf.
[24] Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 5; *see also:* Vincent Schiraldi, Bruce Western, Kendra Bradner, "Community-Based Responses to Justice-Involved Young Adults," National Institute of Justice, Department of Justice Office of Justice Programs, NCJ No. 248900 (September 2015): 7-8.
[25] Pam Fessler, *Report: Foster Kids Face Tough Times After Age 18*, NPR (Apr. 7, 2010), http://www.npr.org/templates/story/story.php?storyId=125594259.
[26] Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 4.
[27]Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 3, noting that These needs exist for anyone involved in the criminal justice system, but are particularly challenging for young adults under justice system supervision. Research has shown that the best way to identify the needs associated with a person's criminal thinking and behavior and match those needs with appropriate services and supervision is through the use of validated risk assessments.
[28] Castro, Eva DeLuna and Dick Lavine, Center for Public Policy Priorities (2013). "How Texas Spends Its Money. How Texas Gets Its Money. Why It Doesn't Add Up." Rivard Report, https://therivardreport.com/how-texas-spends-its-money-how-texas-gets-its-money-why-it-doesnt-add-up/.
[29]McCullough, J. Mac and Leider, Jonathon. "Connecting Local Governmental Finances to Local health Outcomes in Texas: A Final Report." (2018): 1, http://www.episcopalhealth.org/files/5715/2157/6801/Local_Governmental_FInances_Report_FINAL.pdf
[30] Kaiser Family Foundation. "State Mental Health Agency (SMHA), Per Capita Mental Health Services Expenditures." (2012).
[31] Public Consulting Group. (n.d.). *State of Texas Health and Human Services Commission Department of State Health Services: Analysis of the Texas public behavioral health system*, 168, *see:* http://www.dshs.texas.gov/mhsa/mhsa-analysis.aspx; Retrieved from: http://www.publicconsultinggroup.com/client/txdshs/documents/Analysis%20of%20the%20Texas%20Public%20B e havioral%20Health%20System.pdf
[32] J. Heidi Gralinski-Bakker, Stuart Hauser, Rebecca Billings, and Joseph Allen; Phillip Lyons, Jr., and Gary Melton. "Transitioning to Adulthood for Young Adults with Mental Health Issues," 21 (2005): 1, *see*: https://www.nhchc.org/wp-content/uploads/2011/10/transitiontoadulthood.pdf.
[33] *Ibid*. Note: the authors opine that part of the decline in service use may stem from the abrupt system changes that occur between ages 18 and 21, as young adults typically find themselves cut off from the services they had received as teens, and the service options before them as adults are fragmented and complex.

[34]McCullough, J. Mac and Leider, Jonathon. "Connecting Local Governmental Finances to Local health Outcomes in Texas: A Final Report." (2018): 10, *see also:* https://www.episcopalhealth.org/en/news/releases/new-report-increased-spending-public-services-linked-community-health-dividends-texas/.
[35] Robert Wood Johnson Foundation and University of Wisconsin Population Health Institute, School of Medicine and Public health. "2018 County health Rankings Report." (2018): 7, *see*; http://www.countyhealthrankings.org/sites/default/files/state/downloads/CHR2018_TX.pdf.
[36] *Ibid*.
[37] *Ibid*..
[38] Vincent Schiraldi, Bruce Western, Kendra Bradner, "Community-Based Responses to Justice-Involved Young Adults," National Institute of Justice, Department of Justice Office of Justice Programs, NCJ No. 248900 (September 2015): 4.
[39] Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 4.
[40] U.S. Department of Labor, *Labor Force Statistics from the Current Population Survey* (accessed April 24, 2018), http://www.bls.gov/web/empsit/cpseea10.htm (showing unemployment rates for emerging adults far exceeding those of older age groups); Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 4, https://csgjusticecenter.org/wp-content/uploads/2015/11/Transitional-Age-Brief.pdf; for more information on the impact of labor market outcomes on the transition to adulthood, *see generally:* Danzinger, S. and Ratner, D (2010). "Labor Market Outcomes and the Transition to Adulthood," *The Future of Children* 20(1), https://futureofchildren.princeton.edu/sites/futureofchildren/files/media/transition_to_adulthood_20_01_fulljournal.pdf.
[41] Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 4, https://csgjusticecenter.org/wp-content/uploads/2015/11/Transitional-Age-Brief.pdf; for more information on the impact of labor market outcomes on the transition to adulthood, *see generally:* Danzinger, S. and Ratner, D (2010). "Labor Market Outcomes and the Transition to Adulthood," *The Future of Children* 20(1),
[42] National Research Council, *Reforming Juvenile Justice*, 84; *see also:* Bureau of Justice Statistics, "Drug Use and Dependence State and Federal Prisoners,2004" (2006): 7, https://www.bjs.gov/content/pub/pdf/dudsfp04.pdf.
[43] Gary Sweeten et al., "Age & The Explanation of Crime, Revisited," *Journal OF Youth And Adolescents* 42(6): 921, 931 (2013), https://www.ncbi.nlm.nih.gov/pubmed/23412690.
[44] Perker, Selen Siringil and Chester, L.. "Emerging Adults: A distinct population that calls for an age-appropriate approach by the justice system." Cambridge, MA: Program in Criminal Justice Policy and Management (2017): 2, highlighting that emerging adults aged 18-20 experience violent victimization at more than twice the rate of the general population, and those with a history of foster care are 10 times more likely to report being arrested when they were 18 or 19. *For more information, see generally:* Velazquez, T. "Young Adult Justice: A New Frontier Worth Exploring." *The Chronicle of Social Change* (2013): 1, available at http://chronicleofsocialchange.org/wp-content/uploads/2013/05/Young-Adult-Justice-FINAL-revised.pdf.
[45] Velazquez, T. "Young Adult Justice: A New Frontier Worth Exploring." *The Chronicle of Social Change* (2013): 1, available at http://chronicleofsocialchange.org/wp-content/uploads/2013/05/Young-Adult-Justice-FINAL-revised.pdf.
[46] Western, Bruce. "The Impact of Incarceration on Wage Mobility and Inequality." *American Sociological Review* 67 (2002): 527-529, *see:* http://scholar.harvard.edu/files/brucewestern/files/western_asr.pdf
[47] Velazquez, T. "Young Adult Justice: A New Frontier Worth Exploring." *The Chronicle of Social Change* (2013): 1, available at http://chronicleofsocialchange.org/wp-content/uploads/2013/05/Young-Adult-Justice-FINAL-revised.pdf
[48] Huizinga, David and Kimberly L. Henry, "The Effect of Arrest and Justice System Sanctions on Subsequent Behavior: Findings from Longitudinal and Other Studies," *The Long View of Crime: A Synthesis of Longitudinal Research* (2008): 220, 250, noting that in a meta- study of longitudinal deterrence research, "the observation that increased sanctions also have little effect or result in increased subsequent delinquency," *see:* https://link.springer.com/chapter/10.1007%2F978-0-387-71165-2_7..
[49] Loughran, Thomas A., Brame, R., Fagan, J., Piquero, Al., Mulvey, E., Schubert, C. "Studying Deterrence Among High-Risk Adolescents." Office of Juvenile Justice and Delinquency Prevention (2015): 6, *see:* https://www.ojjdp.gov/pubs/248617.pdf.
[50] Gary Sweeten et al., "Age & The Explanation of Crime, Revisited," *Journal OF Youth And Adolescents* 42(6): 921, 931 (2013), https://www.ncbi.nlm.nih.gov/pubmed/23412690; *see also* [50] Loughran, Thomas A., Brame, R., Fagan, J., Piquero, Al., Mulvey, E., Schubert, C. "Studying Deterrence Among High-Risk Adolescents." Office of Juvenile Justice and Delinquency Prevention (2015): 6, https://www.ojjdp.gov/pubs/248617.pdf.
[51] Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 5, https://csgjusticecenter.org/wp-content/uploads/2015/11/Transitional-Age-Brief.pdf;
[52] *Ibid*.
[53] Human Impact Partners, "Why Public Health?" *see:* https://humanimpact.org/hipprojects/developing-a-transformational-criminal-justice-narrative-a-toolkit/?strategy=all.

[54] Kelly, W.R., Pitman, Robert, and Streusand, William. *From Retribution to Public Safety: Disruptive Innovation of American Criminal Justice*, Lanham, MD: Rowman & Littlefield (2017), ISBN 9781442273887.
[55] *Ibid*.
[56] *Ibid*.
[57] *Ibid*.
[58] *Ibid*.
[59] Council for State Governments, "Reducing Recidivism and Improving Other Outcomes for Young Adults in the Juvenile and Adult Criminal Justice Systems." (Nov. 2015): 5, https://csgjusticecenter.org/wp-content/uploads/2015/11/Transitional-Age-Brief.pdf; For example, the Douglas County, Nebraska young adult court has been operating since 2004, and one study attempted to undertake a close analysis of its effectiveness in 2012. However, because the sample size of its participants from 2007–11 was so small (31 at the most general level of analysis), the study could not draw many conclusions. *See generally* University of Nebraska Public Policy Center, Evaluation of Nebraska's Problem-Solving Courts (2012), http://ppc.unl.edu/wp-content/uploads/2014/03/drug-court-report-final-report.pdf.
[60] Hayek, Connie. "Environmental Scan of Developmentally Appropriate Criminal Justice Responses to Justice-Involved Young Adults," National Institute of Justice (2016): 5.
[61] Reilly, Dennis and Corey Calabrese. "Young Participants in Adult Drug Courts: Practitioner Perspectives." Center for Court Innovation (2009): 6–7; *see:* https://www.courtinnovation.org/sites/default/files/documents/Young%20Participants%20in%20Adult%20Drug%20Courts_final.pdf
[62] Sixth Judicial Circuit (Pasco & Pinellas Counties), "Young Adult Drug Court," http://www.jud6.org/contactinformation/adultdrugcourt.html (accessed Apr. 24, 2018).
[63]Brown, Ruth. "Young Adult Court Helps Offenders Change Habits," *Washington Times* (Feb. 8, 2014), http://www.washingtontimes.com/news/2014/feb/8/young-adult-court-helps-offenders-change-habits/?page=all.
[64] St. Mary Parish Young Adult Drug Court Outpatient Clinic, Policy & Procedural Manual (2012): 5–6, https://ndcrc.org/wp-content/plugins/download-attachments/includes/download.php?id=3139.
[65] Bureau of Justice Assistance Drug Court Clearninghouse, "Frequently Asked Questions Fact Sheet Series: Strategies and Services Effective in Engaging and Retaining Young Adults (2006): 3–5, *see:* http://www.ndcrc.org/sites/default/files/young_adult.pdf.
[66] *Ibid*; *see also:* Paul Hammel, "Young Adult Court Offers Path To 'An Honest Life' Over A Jail Cell," *Omaha World-Herald* (Dec. 1, 2013), http://www.omaha.com/news/young-adult-court-offers-path-to-an-honest-life-over/article_2379ff46-f2f4-5e85-a78a-36cec2d9ee8b.html.
[67] Center for Court Innovation, "Brooklyn Justice Initiatives," http://www.courtinnovation.org/project/brooklyn-justice-initiatives (last accessed April 24, 2018).
[68] Reilly, Dennis and Corey Calabrese. "Young Participants in Adult Drug Courts: Practitioner Perspectives." Center for Court Innovation (2009): 6–7; *see:* https://www.courtinnovation.org/sites/default/files/documents/Young%20Participants%20in%20Adult%20Drug%20Courts_final.pdf
[69] South Carolina Department of Corrections, "Office of the Deputy Director for Operations Division of Young Offender Parole & Reentry Services," http://www.doc.sc.gov/programs/yoprs.html (last accessed April 24, 2018).
[70] Lynn Turner, "Kalamazoo County Starting Specialty Court To Give Young Adults Chance To Keep Convictions Off Their Records," *MichiganLive* (Updated: Aug. 17, 2016), http://www.mlive.com/news/kalamazoo/index.ssf/2012/07/kalamazoo_county_to_start_spec.html.
[71] Zeira, Yotam and Molly Baldwin. "Pioneers in Young Adult Justice: 10 Initiatives and Programs Improving Criminal Justice for Young Adults," (Feb 2016): 2, *see*: http://rocainc.org/wp-content/uploads/2017/01/Pioneers-in-Young-Adult-Justice-Roca.pdf. .
[72] Roca, Inc., "Our Intervention Model," (accessed April 24, 2018), http://rocainc.org/work/our-intervention-model/
[73] Zeira, Yotam and Molly Baldwin. "Pioneers in Young Adult Justice: 10 Initiatives and Programs Improving Criminal Justice for Young Adults," (Feb 2016): 2, *see*: http://rocainc.org/wp-content/uploads/2017/01/Pioneers-in-Young-Adult-Justice-Roca.pdf. .
[74] National Institute of Corrections. "Implementing Evidence-Based Policy and Practice in Community Corrections," second edition. Washington, DC: National Institute of Corrections, https://nicic.gov/implementing-evidence-based-policy-and-practice-community-corrections-second-edition.
[75] Hayek, Connie. "Environmental Scan of Developmentally Appropriate Criminal Justice Responses to Justice-Involved Young Adults," National Institute of Justice (2016): 1.
[76] National Institute of Corrections. "Implementing Evidence-Based Policy and Practice in Community Corrections," second edition. Washington, DC: National Institute of Corrections, https://nicic.gov/implementing-evidence-based-policy-and-practice-community-corrections-second-edition.
[77] Kelly, W.R., Pitman, Robert, and Streusand, William. *From Retribution to Public Safety: Disruptive Innovation of American Criminal Justice*, Lanham, MD: Rowman & Littlefield (2017), ISBN 9781442273887.
[78] National Institute of Corrections. "Implementing Evidence-Based Policy and Practice in Community Corrections," second edition.

Washington, DC: National Institute of Corrections, https://nicic.gov/implementing-evidence-based-policy-and-practice-community-corrections-second-edition.
[79] D. A. Andrews and James Bonta, "Rehabilitating Criminal Justice Policy and Practice," *Psychology, Public Policy, and Law* 16, no. 1 (2010): 39–55, https://www.utcourts.gov/courts/juv/ebp/docs/Rehabilitating_criminal_justice_policy_and_practice.pdf.
[80] *Ibid.*
[81] *Ibid.*
[82] National Institute of Corrections. "Implementing Evidence-Based Policy and Practice in Community Corrections," second edition. Washington, DC: National Institute of Corrections, https://nicic.gov/implementing-evidence-based-policy-and-practice-community-corrections-second-edition.
[83] Kelly, W.R., Pitman, Robert, and Streusand, William. *From Retribution to Public Safety: Disruptive Innovation of American Criminal Justice*, Lanham, MD: Rowman & Littlefield (2017), ISBN 9781442273887.
[84] Crime and Justice Institute at Community Resources for Justice. 2009. *Implementing Evidence-Based Policy and Practice in Community Corrections,* second edition. Washington, DC: National Institute of Corrections.
[85] *Ibid.*
[86] *Ibid.*
[87] *Ibid.*
[88] *Ibid.*
[89] *Ibid.*
[90] Kelly, W.R., Pitman, Robert, and Streusand, William. *From Retribution to Public Safety: Disruptive Innovation of American Criminal Justice*, Lanham, MD: Rowman & Littlefield (2017), ISBN 9781442273887.
[91] *Ibid.*
[92] *Ibid.*
[93] *Ibid.*
[94] *Ibid.*
[95] *Ibid.*.
[96] *Ibid.*
[97] Sedere and Sharfstein, "Fixing the Troubled Mental Health System." *Huffington Post* (Dec. 6, 2017), https://www.huffingtonpost.com/lloyd-i-sederer-md/fixing-the-broken-mental-_b_5973106.html.
[98] Andrews, D.A. and Bonta, J. *The Psychology of Criminal Conduct***.** 5 Routledge: New York, NY (2015).
[99] *Ibid.*
[100] *Ibid.*
[101] Kelly, W.R., Pitman, Robert, and Streusand, William. *From Retribution to Public Safety: Disruptive Innovation of American Criminal Justice*, Lanham, MD: Rowman & Littlefield (2017), ISBN 9781442273887.
[102] *Ibid.*

State of Texas
County of Williamson
Know all men by these presents:

That on the 1st day of May 2018 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, under the provisions of the Texas Government Code 79.037 and Title 1 of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, the Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE BE IT RESOLVED that the County Judge is designated by the Commissioners Court as the Authorized Official, the County Auditor is designated as the Financial Officer and _____ is designated as the Program Director for this grant.

Adopted this 1st day of May 2018.

_____
Dan A. Gattis, County Judge

Attest:

_____
Nancy Rister, County Clerk

FY-19 Texas Indigent Defense Grant
Williamson County Grant Summary

"Transformative Justice: A Multi-Disciplinary Approach to Indigent Defense"

Problem Statement - Please describe the issue or problem that the grant program will help improve.

To provide clients with meaningful representation, counsel must develop interdisciplinary approaches to advocacy that take their clients' full range of legal and social support needs into account. Law school, however, fails to prepare attorneys to interact across disciplines. With complex systems of care, a new model is needed that protects individual liberty and addresses underlying needs. Such a model is essential when working with justice-involved young adults, ages 17-24, who make up only 11% of Texans, yet they account for over 29% of arrests. Over 75% of justice-involved young adults recidivate, the highest short-term recidivism rate of any age group.

Objectives - Please describe the desired outcomes if the grant activities are implemented.

This program will achieve better outcomes for our clients, their families, and their communities. It combines aggressive legal advocacy with a broader recognition that for most poor people arrested and charged with a crime, the criminal case is not the only issue with which they struggle. We anticipate reducing recidivism and improving justice outcomes for young adults, enhancing public safety, and reducing costs to criminal justice systems. We will improve the health outcomes of our clients, including the maintenance of long-term mental health and substance use disorder recovery, and reduce their utilizations of more expensive healthcare delivery systems.

Activities - Please describe what specific actions need to be taken to solve the problem(s) above.

We will employ an innovative public health alternative to incarceration program for justice-involved emerging adults, ages 17-24, charged with a felony offense in the adult criminal justice system. In lieu of traditional adult court adjudication, participants will receive community-based services through a localized, integrated health and social services program structured to reduce participants' criminogenic risk. Advances in neurobiology and psychology on adolescent development will inform the goals, design, and operation of the program. Defense counsel will receive extensive training in best practices when working on interdisciplinary teams, providing developmentally appropriate responses to their clients, and engaging in problem-solving courts that protect individual liberty.

Evaluation - Please describe how the program's success will be evaluated.

We have partnered with the Lone Star Justice Alliance, who in partnership with the Public Policy Research Institute at Texas A&M University, Columbia Justice Lab, and the University of Texas School of Public Health's Health Science Center will design two evaluations of the program: 1) a multi-disciplinary outcome study, and 2) an implementation study. The outcome study will be a mixed methods program evaluation, including a randomized controlled trial (RCT), to evaluate the program's ability to improve participants' health and justice system outcomes and to assess the cost-effectiveness of the intervention.

Commissioners Court - Regular Session **32.**

Meeting Date: 05/01/2018

WAIS Enterprise Solution Installation Services Contract

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing a purchase agreement between Bearcom Wireless Worldwide and Williamson County for the installation and configuration of a Wide Area Interoperability Systems (WAIS) Enterprise Solution, in the amount of $56,386.39, pursuant to DIR-TSO-3934, and authorizing the execution of the agreement.

Background

This is a DIR Cooperative quote for installation and configuration of a WAIS Enterprise Solution. This is a 374P grant funded project and was requested by the Williamson County Emergency Management Department. The department point of contact is Jarred Thomas. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DIR Appendix A

WAIS SOW

Bearcom Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 10:55 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Melissa Gurka		Started On: 04/18/2018 01:19 PM
Final Approval Date: 04/26/2018		

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
D. **CPA** – refers to the Texas Comptroller of Public Accounts.
E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
G. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
H. **State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii)

trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in

the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a

court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

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

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers

for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to

facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for

attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports,

subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is

unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office

hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving

infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other

resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with

the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30)

calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration

of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

JPS Interoperability Solutions
5800 Departure Drive
Raleigh NC 27616

March 22, 2018

Jarred Thomas
Director / EM Coordinator
Williamson County Office of Emergency Management
911 Tracy Chambers Lane
Georgetown, TX 78626
Office: 512.864.8269
Cell: 512.748.8634
JThomas@wilco.org

Mr. Thomas,

Attached please find the Statement of Work (SOW) and accompanying quote for delivery and installation of a WAIS Enterprise solution for Williamson County.

JPS Interoperability Solutions plans to perform implementation of the proposed upgrade per a schedule determined jointly by Williamson County and JPS Interoperability Solutions. Please feel free to contact Marcia Ray (919.865.1216) should you have questions. We look forward to working with you again.

Yours,



Erik Herrmann
Director, Systems Engineering

Project Overview

The SOW details the requirements, and work items associated with JPS Interoperability Solutions for the installation and configuration of a WAIS Enterprise Solution for Williamson County, Texas.

Contacts

Throughout the duration of the project there will be one or more points of contact from each organization. This person will provide the necessary project management to ensure the project stays on schedule and to resolve any issues or concerns.

JPS Interoperability Solutions, Inc.

Marcia Ray	marcia.ray@jpsinterop.com	919.865.1216	Sales POC
Erik Herrmann	erik.herrmann@jpsinterop.com	919.865.1235	Engineering POC

Williamson County

Jarred Thomas	jthomas@wilco.org	512.864.8269	Customer PoC

Project Scope

The WAIS Enterprise Solution will consist of one ACU-2000 chassis that will integrate into existing rack space with new and/or existing radios installed in the Mobile Command Vehicle (MCV). This chassis will include ten DSP-3 modules configured as radio dispatch resources and two DSP-2 modules configured as WAIS talkpaths that will allow for communication between ACU chassis. All radio interface cables will be provided for the new and/or existing radios and will be installed per the customer's direction as to location on the ACU-2000. Williamson County will be responsible for providing, installing, and programming all donor radios.

A depiction of the proposed configuration is shown in Figure 1:

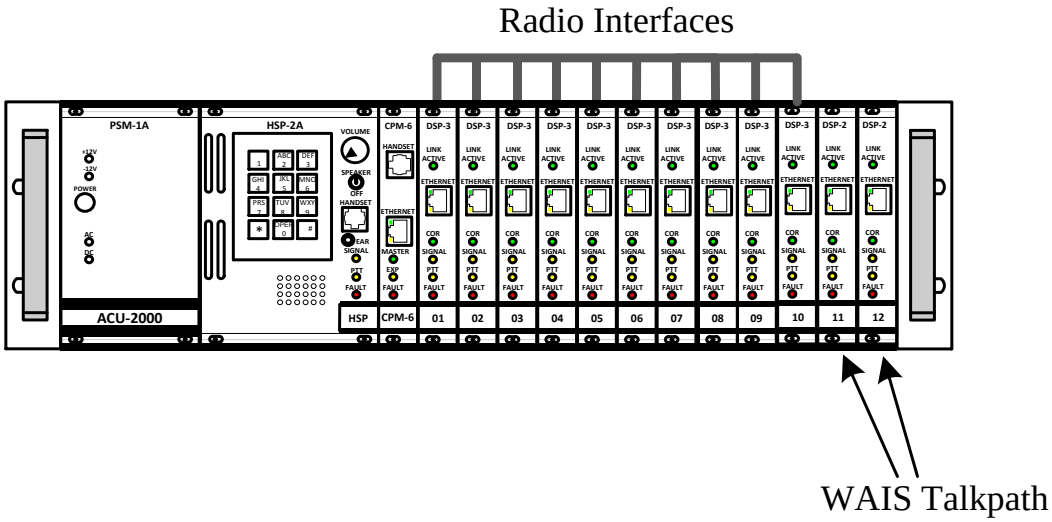


Figure 1: Williamson County ACU-2000 Detail

Two PC workstations are to be provided by JPS and are to interface to the ACU equipment over a shared network. The workstations will be primarily designated as WAIS control and dispatch terminals and will each include a desktop microphone, DECT headset, footswitch, and speakers provided by JPS. Williamson County will provide the monitor for each PC workstation.

JPS will also provide the server hardware to host the Multitap application. Williamson County shall provide the location for the installation of the server and will ensure its network configuration allows connectivity to the PC workstations and ACU.

JPS will also reconfigure and prepare the existing ACU equipment as WAIS devices as directed by the customer.

A depiction of the overall system topology is shown in Figure 2:

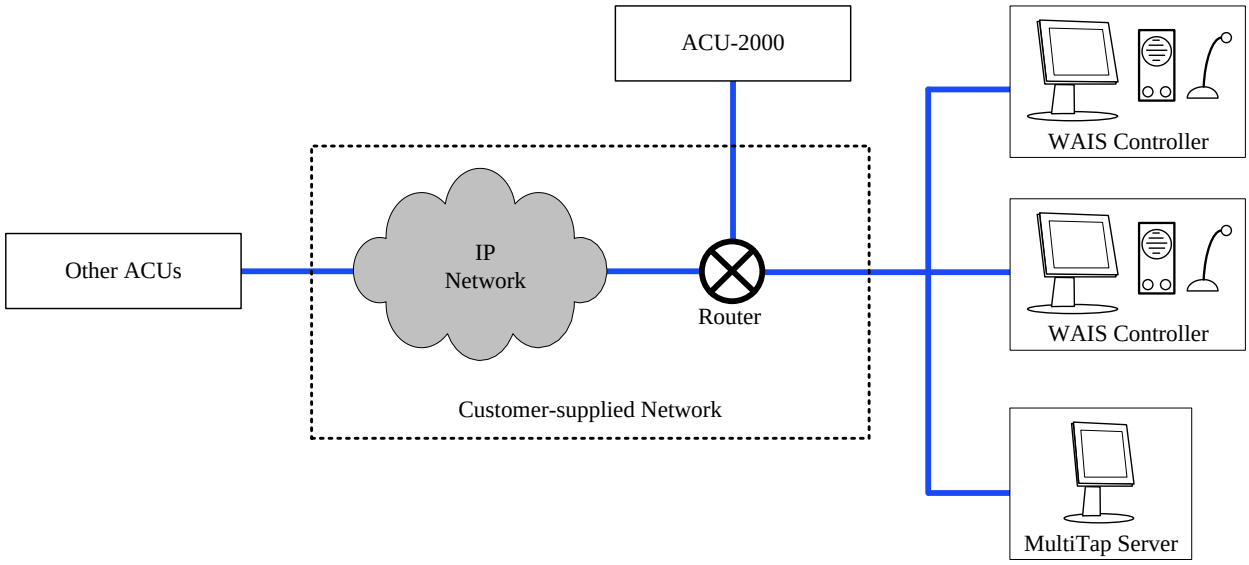


Figure 2: Williamson County WAIS System Overview

The following items will be provided as components of the system to be installed:

DESCRIPTION	QTY
ACU-2000 W/PSM-1A, HSP-2A, CPM-6, HANDSET - BUNDLE	1
COMPUTER SPEAKERS - 10W, POWERED	2
DESKTOP MIC - 18" GOOSENECK	2
ETHERNET PATCH CABLE - 3FT, BLACK	13
FOOTSWITCH - USB	2
HEADSET - DECT, MONAURAL	2
MODULE, DSP-2	2
MODULE, DSP-3	10
RADIO INTERFACE CABLE	10
MULTITAP SERVER - DELL R330, WIN 2016, 16GB RAM	1
WAIS ENTERPRISE - WITH ONE SEAT	1
ADDITIONAL WAIS ENTERPRISE SEATS (QTY 2 TO 4)	1
DELL OPTIPLEX 7050 MFF – WIN 10, 8 GB RAM, 500 GB HDD	2

The WAIS Enterprise Solution will be controlled by the WAIS Controller software, which will be installed on all workstations. The WAIS Controller software provides the ability to either Select or Monitor any of the DSP-3 modules connected to radio resources within the MCV. WAIS Enterprise allows operators to communicate with more than one radio concurrently, and it allows multiple operators to communicate with the same radio concurrently.

In the event that the MultiTap server or some related network component fails, cross-connections within the ACU chassis and between ACU chassis in the WAIS system will remain in place. These cross connections do not depend on MultiTap to route audio. WAIS operators can continue to control the various ACU sites without interruption. When the MultiTap server eventually comes back online, the WAIS Controller software will detect its return and resume normal dispatch communications.

The following diagrams display and describe this interface:



Figure 3: WAIS Enterprise Primary Screenshot



Figure 4: WAIS Enterprise Dispatch Screenshot



Figure 5: WAIS Enterprise Group Dispatch Screenshot



Figure 6: WAIS Enterprise Dispatch Functionality Screenshot

Responsibilities

JPS Interoperability Solutions

In addition to what is described above, JPS will be responsible for the following items:

- Provide a Field Engineer who is a WAIS deployment Subject Matter Expert to perform system configuration, training and acceptance procedures
- Coordinate IP addresses, subnet masks, and gateway addresses with Williamson County
- Configure all ACU modules with IP information received from Williamson County
- Installation of the WAIS Controller software on each PC workstation
- Provide a training overview for system administrators and operators
- On-site final system configuration and acceptance testing

Williamson County

Williamson County will be responsible for the following items:

- Full participation of necessary personnel/points of contact of all groups required to complete the installation
- Escort JPS personnel onto sites or provide authorization to enter sites unescorted
- Coordinate IP addresses, subnet masks, and gateway address schema with JPS
- Provide sufficient rackspace and power connections for the JPS equipment
- Provide all necessary network equipment, including routers and switches
- Provide radios for testing modules during the final acceptance test

Recommendation

Quote Date: 03/19/18 Branch 20142

Quote Number: 316284

BEARCOM®
Wireless Worldwide

Customer/Prospect Number 719805

WILLIAMSON COUNTY
911 TRACY CHAMBERS LN
GEORGETOWN TX 78626-6386

Ship To 719805

WILLIAMSON COUNTY
911 TRACY CHAMBERS LN
GEORGETOWN TX 78626-6386

Customer Contact: JARED THOMAS Email: JTHOMAS@WILCO.ORG
Phone Number: 512 864-8269 Delivery Instr:

Quantity	Part Number	Unit Price	Extended Price
1	5604-080600 WILLIAMSON CO-TX WAIS ENTERPRI	56,386.39	56,386.39
1	FREIGHT SHIPPING AND HANDLING		0.00

Quote valid until 06/15/18 **Confidential and Proprietary**

X _____
Customer Signature

Sub Total	56,386.39
Tax	TBD
Total	56,386.39

Check with your Bearcom executive for current financing promotions through LCA

12 Months	4,897.72	24 Months	2,565.58	36 Months	1,762.07	48 Months	1,370.75	60 Months	1,140.70

Click on the Link to APPLY NOW: http://mylease.leasecorp.com/bearcom

Ted Lynch
Account Executive
Ted.Lynch@BearCom.com

ROUND ROCK Branch Office: 512-279-5950
FAX: 512-852-7688

BEARCOM D1R-TSO-3934 CONTRACT PRICING QUOTED. JPS DIR DISCOUNT 12.00% ON SYSTEMS AND 8.00% ON OPTIONS AND ACCESSORIES.

CUSTOMER WILL PROVIDE THE MANUFACTURER AND MODEL NUMBERS OF THE RADIOS THAT WILL BE CONNECTED TO THE ACU2000 AS C

DIR-TSO-3934 TERMS AND CONDITIONS APPLY.

Commissioners Court - Regular Session **33.**

Meeting Date: 05/01/2018

Advertisement Approval Sale of Surplus ROW Abutting US 183A

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for sale of approximately 1.761 acres of surplus right of way abutting US 183A under IFB # 1804-225.

Background

Pursuant to § 272.001 of the Texas Local Government Code, WILLIAMSON COUNTY, TEXAS is offering to sell certain real property description of a 1.748 acre tract of land, located in the William Mansil Survey, Abstract No. 437, being a portion of a called 77.484 acre tract of land described as tract two in the deed to Jean Baptiste Ltd. As recorded in Document No. 9926686 of the Official Public Records of Williamson County, Texas (the “Property”).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 10:26 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:39 AM
Form Started By: Thomas Skiles		Started On: 04/24/2018 08:14 AM
Final Approval Date: 04/26/2018		

Solicitation 1804-225

Sale of Surplus Right-of-Way abutting US 183A

Bid Designation: Public



Williamson County, Texas

Bid 1804-225
Sale of Surplus Right-of-Way abutting US 183A

Bid Number	1804-225
Bid Title	Sale of Surplus Right-of-Way abutting US 183A
Bid Start Date	In Held
Bid End Date	May 21, 2018 10:00:00 AM CDT
Question & Answer End Date	May 16, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-943-1478 blake.skiles@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**180 days**

Bid Comments

WILLIAMSON COUNTY, TEXAS NOTICE OF OFFER TO SELL REAL PROPERTY

Pursuant to § 272.001 of the Texas Local Government Code, WILLIAMSON COUNTY, TEXAS is offering to sell certain real property description of a 1.748 acre tract of land, located in the William Mansil Survey, Abstract No. 437, being a portion of a called 77.484 acre tract of land described as tract two in the deed to Jean Baptiste Ltd. As recorded in Document No. 9926686 of the Official Public Records of Williamson County, Texas (the "Property").

Refer to attached documentation identified below:

Metes and Bounds Description provided by SAM, Inc located at 5508 West Highway 290, Building B, Austin, TX 78735 dated 16 July 2004.

Sketch to Accompany Metes and Bounds Description dated 16 July 2004.

All bids will be evaluated on the basis of what is in the best interest of Williamson County. While the purchase price is important, the purchase price will not necessarily be the determining factor in the selection of the best bid. All bids will be considered at a regularly scheduled meeting of the Williamson County Commissioners Court in Georgetown, Texas. Williamson County may accept or reject any and all bids.

DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.
Refer to www.bidsync.com for further information on how to submit electronically.
If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:
Williamson County Purchasing Department
Attn: Bid Name and Number
901 South Austin Avenue
Georgetown, Texas 78626
Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.
Bids will be opened publicly and the names of Bidders and pricing will be read aloud.

Item Response Form

Item **1804-225--01-01 -** Total Bid Price

Quantity **1 each**

Unit Price

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Total Bid Price

Item **1804-225--01-02 -** Please Attach All Documents To This Line

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1804-225

Sale of Surplus Right-of-Way abutting US 183A

BIDS MUST BE RECEIVED ON OR BEFORE:
May 21, 2018 10:00:00 AM CDT

BIDS WILL BE PUBLICLY OPENED:
May 21, 2018 10:00:00 AM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

WILLIAMSON COUNTY, TEXAS
NOTICE OF OFFER TO SELL REAL PROPERTY

Pursuant to § 272.001 of the Texas Local Government Code, WILLIAMSON COUNTY, TEXAS is offering to sell certain real property description of a 1.748 acre tract of land, located in the William Mansil Survey, Abstract No. 437, being a portion of a called 77.484 acre tract of land described as tract two in the deed to Jean Baptiste Ltd. As recorded in Document No. 9926686 of the Official Public Records of Williamson County, Texas (the "Property").

Sealed bids for the purchase of the Property shall be delivered on or before 10:00 a.m. (CDT) on May 21, 2018 to Williamson County Purchasing Department, Attn: IFB # 1804-225, 901 S. Austin Avenue, Georgetown, Texas 78626. All bids submitted shall have "IFB # 1804-225" written in bold letters on the outside of the envelope. All bids will be considered at a regularly scheduled meeting of the Williamson County Commissioners Court in Georgetown, Texas.

Bids will be evaluated on the basis of what is in the best interest of Williamson County. While the purchase price is important, the purchase price will not necessarily be the determining factor in the selection of the best bid. All bids must be on the form provided by the County.

For a copy of the bid form, a more detailed description of the property, or any other information, contact Blake Skiles, Senior Purchasing Specialist, Williamson County Texas, at blake.skiles@wilco.org.

Williamson County may accept or reject any and all bids.

346716

EXHIBIT_____

County: Williamson
Parcel No.: 133
Highway: U.S. 183A
Limits: From: The South Fork of the San Gabriel River
To: Avery Ranch Boulevard

PROPERTY DESCRIPTION FOR PARCEL 133

DESCRIPTION OF A 1.748 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, BEING A PORTION OF A CALLED 77.484 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO JEAN BAPTISTE LTD. AS RECORDED IN DOCUMENT NO. 9926686, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 1.748 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with SAM Inc. cap set on the curving proposed westerly right-of-way line of U.S. Highway 183A, on the north line of said 77.484 acre tract, being the south line of a called 77.49 acre tract as described as Tract One in the deed to Jean Baptiste and recorded in Document No. 9926686, O.R.W.C.TX., also being the northeast corner of the tract described herein, from which a ½-inch iron rod found at the common east corner of said Tract One and said Tract Two, bears N69°23'27"E, a distance of 3462.98 feet;

1) **THENCE** through the interior of said Tract Two, with said curving proposed westerly right-of-way line of U.S. Highway 183A, a distance of 929.07 feet along the arc of a curve to the left, through a central angle of 08° 58' 38", having a radius of 5929.58 feet and a chord which bears S 10° 37' 48" E, a distance of 928.12 feet to a calculated point on the south line of said Tract Two, being the north line of a called 17.46 acre tract described as Tract I in the deed to West Texas Trading Retirement, Ltd. and recorded in Volume 2058, Page 119, O.R.W.C.TX., from which a ½-inch iron rod found for the northeast corner of said 17.46 acre tract, being the northwest corner of a called 5.96 acre tract as described in the deed to Gary G. Bonnet and recorded in Volume 2697, Page 599, O.R.W.C.TX., bears, N 70° 52' 38" E, a distance of 37.93 feet;

2) **THENCE** S 70°52'38" W, at a distance of 170.52 feet, passing a ½-inch iron rod found, continuing for a total distance of 170.73 feet with the south line of said Tract Two, being the north line of said 17.46 acre tract, to a calculated point on the curving easterly right-of-way line of U.S. Highway 183, as described in the deed to the State of Texas, recorded in Volume 295, Page 131, Deed Records Williamson County, Texas (D.R.W.C.TX.), for the southwest corner of the tract described herein, from which a concrete highway monument found for the southerly terminus of said curving easterly right-of-way line, bears an arc distance of 602.44 feet along the arc of a curve to the left, through a central angle of 12° 15' 44", having a radius of 2814.93 feet, and a chord which bears S 10° 00' 11" E, a distance of 601.29 feet;

THENCE with said easterly right-of-way line of U.S. Highway 183, the following 3 calls numbered 3 through 5:

3) northerly, along the arc of a curve to the right, an arc distance of 118.67 feet through a central angle of 02° 24' 56", having a radius of 2814.93 feet, and a chord which bears N 02° 39' 51" W, a distance of 118.67 feet to a calculated point, from which a concrete highway monument found, bears N 12° 46' 34" W, a distance of 0.45 feet,

4) N 01° 26' 17" W, a distance of 689.56 feet to a concrete highway monument found for the beginning of a curve to the right, and

5) along the arc of said curve to the right, an arc distance of 155.54 feet through a central angle of 03° 11' 31", having a radius of 2792.05 feet, and a chord which bears N 00° 08' 17" E, a distance of 155.52 feet to a calculated point for the northwest corner of said Tract Two, being the southwest corner of said Tract One, from which a concrete highway monument found for the northerly terminus of said curve to the right, bears an arc distance of 307.19 feet through a central angle of 06° 18' 14", having a radius of 2792.05 feet, and a chord which bears N 04° 53' 09" E, a distance of 307.04 feet;

6) **THENCE** N 69° 23' 27" W, with the north line of said Tract Two, being the south line of said Tract One a distance of 13.40 feet, to the **POINT OF BEGINNING** and containing 1.748 acres of land, more or less.

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

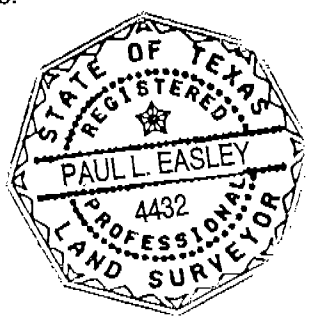
All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (93).

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

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

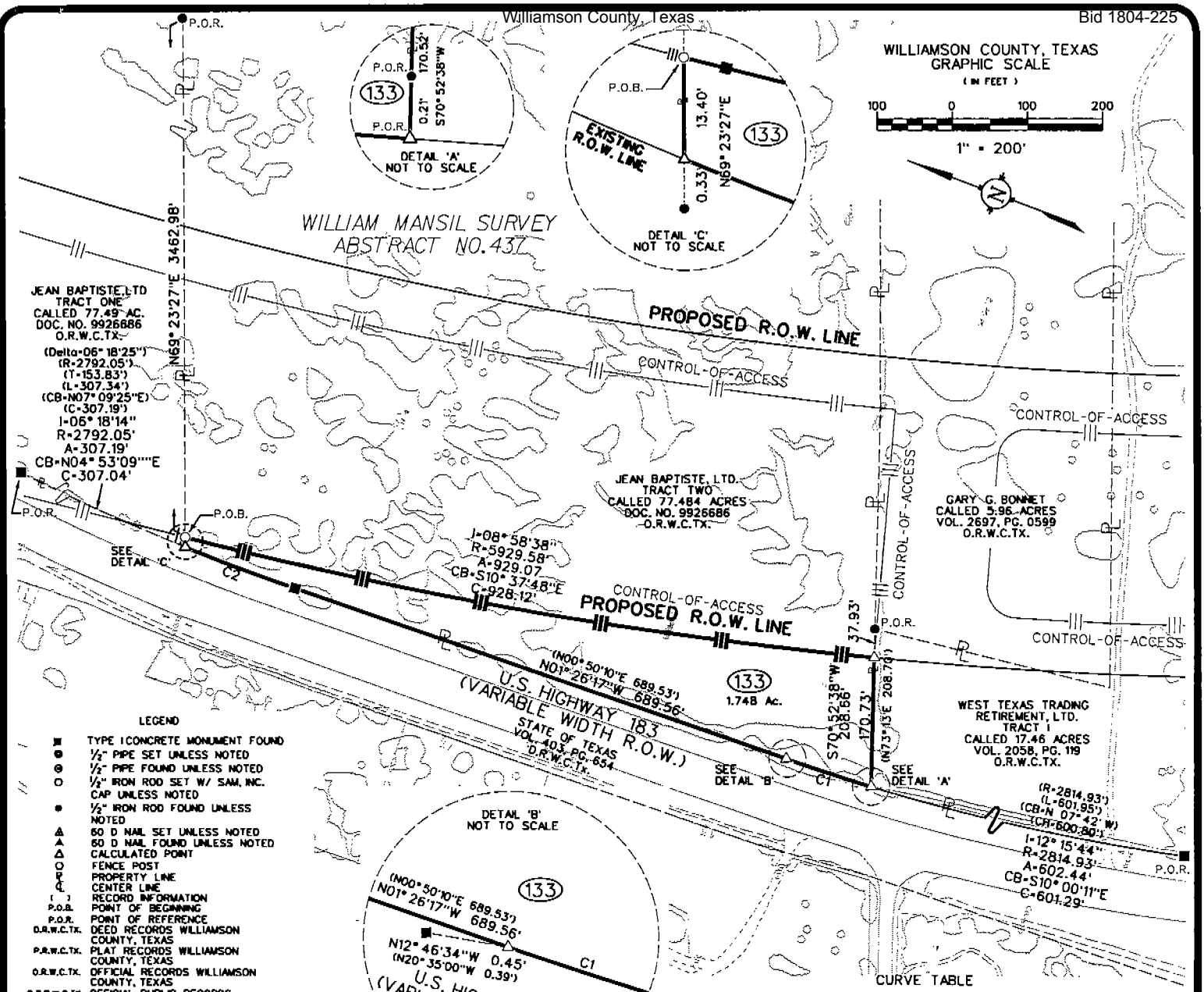
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16h day of July, 2004 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



Paul L. Easley
Registered Professional Land Surveyor
No. 4432 – State of Texas

FN3481 (BDN) 23328-02



LEGEND

■	TYPE I CONCRETE MONUMENT FOUND
●	½" PIPE SET UNLESS NOTED
⊖	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD SET W/ SAM, INC. CAP UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
▲	60 D NAIL SET UNLESS NOTED
▲	60 D NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
○	FENCE POST
℄	PROPERTY LINE
℄	CENTER LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
D.R.W.C.Tx.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.Tx.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.Tx.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.Tx.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 24'56"	2814.93'	118.67'	118.67'	N02° 39'51"W
(C1)	(02° 39'10")	(2561.15')	(118.58')	(118.57')	(N00° 29'25"W)
C2	03° 11'31"	2792.05'	155.54'	155.52'	N00° 08'17"E
(C2)	(3° 11'15")	(2792.05')	(155.33')	(155.31')	(S02° 24'35"W)

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (93), ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE TRANSPORTATION FACILITY FROM THE ADJOINING PROPERTY.
5. PLANIMETRICS SHOWN HEREON ARE FROM AERIAL MAPPING PERFORMED BY SAM, INC. IN FEBRUARY 2004.

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

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432, STATE OF TEXAS

JULY 16, 2004
DATE

PAGE 3 OF 3
REF. FIELD NOTE NO. 3481

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING
5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JEAN BAPTISTE, LTD

EXHIBIT_____

County: Williamson
Parcel No.: 132
Highway: U.S. 183A
Limits: From: The South Fork of the San Gabriel River
To: Avery Ranch Boulevard

PROPERTY DESCRIPTION FOR PARCEL 132

DESCRIPTION OF A 0.013 ACRE (560 SQUARE FEET) TRACT OF LAND, LOCATED IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, BEING A PORTION OF A CALLED 77.49 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO JEAN BAPTISTE LTD. AS RECORDED IN DOCUMENT NO. 9926686, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.013 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with SAM Inc. cap set on the curving proposed westerly right-of-way line of U.S. Highway 183A, at its intersection with the curving existing easterly right-of-way line of U.S. Highway 183 as described in the deed to the State of Texas, recorded in Volume 295, Page 131, Deed Records Williamson County, Texas (D.R.W.C.TX.), and being on the west line of said Tract One, from which a concrete highway monument found for the northerly terminus of said curving easterly right-of-way line of U.S. Highway 183, bears an arc distance of 218.30 feet through a central angle of 04° 28' 47", having a radius of 2792.05 feet, and a chord which bears N 05° 47' 53" E, a distance of 218.25 feet;

1) **THENCE** through the interior of said Tract One, with said curving proposed right-of-way line, a distance of 84.50 feet along the arc of a curve to the left, through a central angle of 00° 48' 59"", having a radius of 5929.58 feet, and a chord which bears S 05°43' 59"E, a distance of 84.50 feet to a ½-inch iron rod with SAM Inc. cap set on the south line of said Tract One, being the north line of a called 77.484 acre tract of land described as Tract Two in said deed to Jean Baptiste Ltd., from which a ½-inch iron rod found for the common easterly corner of said Tract One and said Tract Two bears, N 69° 23' 27" E, a distance of 3462.98 feet;

2) **THENCE** S 69°23'27" W, with the south line of said Tract One, being the north line of said Tract Two, a distance of 13.40 feet to a calculated point for the common west corner of same, and being on said curving easterly right-of-way line of U.S. Highway 183, from which a ½-inch iron rod found, bears S 69° 23' 27" W, a distance of 0.33 feet;

3) **THENCE** with said curving easterly right-of-way line of U.S. Highway 183, a distance of 88.89 feet along the arc of a curve to the right, through a central angle of 01° 49' 27", having a radius of 2792.05 feet, and a chord which bears N 02° 38' 46"E, a distance of 88.89 feet to the **POINT OF BEGINNING** and containing 0.013 acre (560 square feet) of land more or less.

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

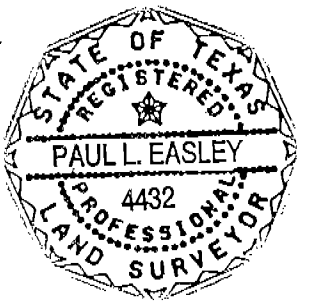
All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (93).

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

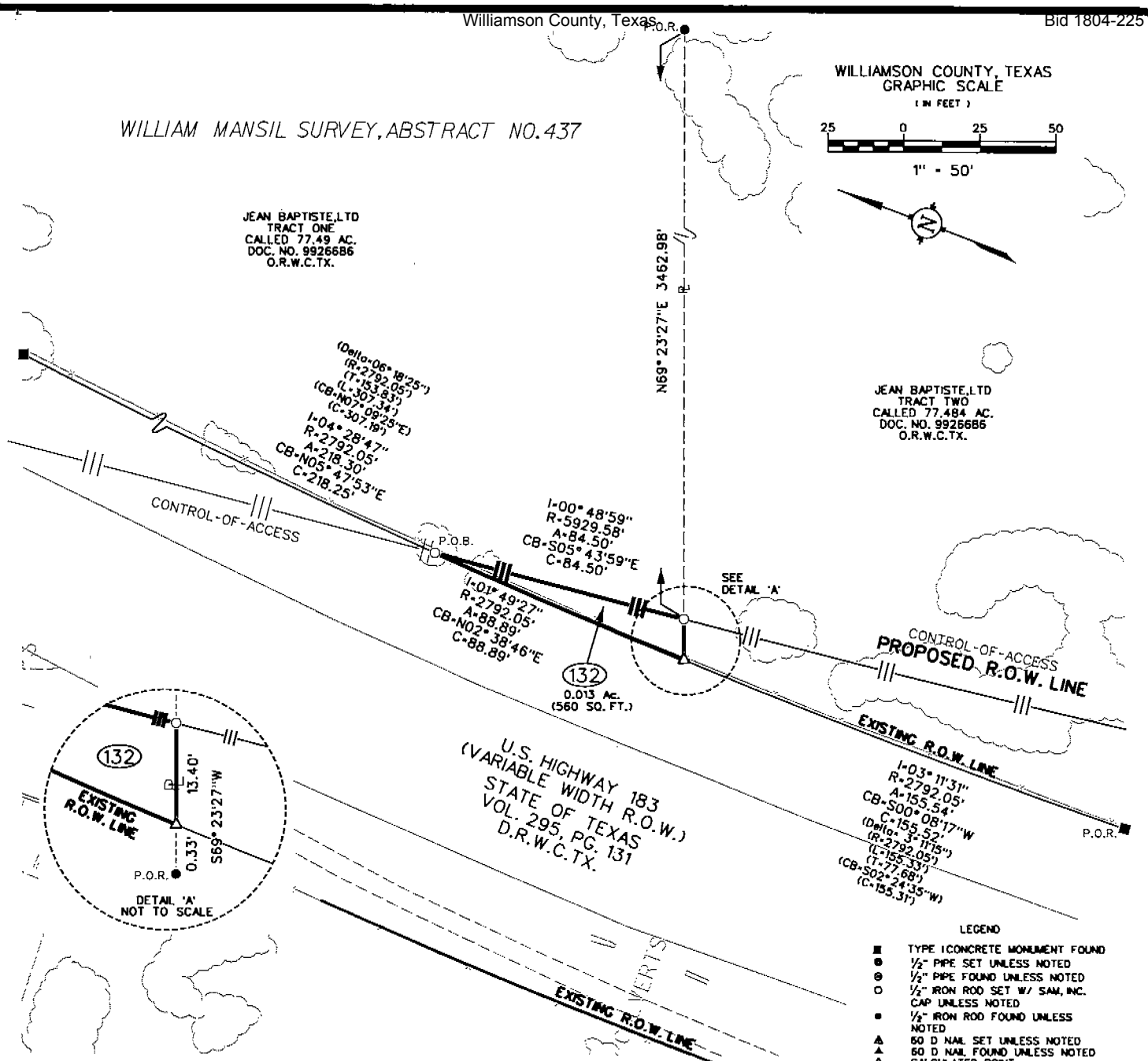
That I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of July 2004 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



Paul L. Easley
Registered Professional Land Surveyor
No. 4432 – State of Texas



LEGEND

■	TYPE I CONCRETE MONUMENT FOUND
●	½" PIPE SET UNLESS NOTED
⊖	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD SET W/ SAM, INC. CAP UNLESS NOTED
•	½" IRON ROD FOUND UNLESS NOTED
▲	60 D NAIL SET UNLESS NOTED
▲	60 D NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
○	FENCE POST
P	PROPERTY LINE
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D.R.W.C.TX.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
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O.R.W.C.TX.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NOTES:

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3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE TRANSPORTATION FACILITY FROM THE ADJOINING PROPERTY.
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I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432, STATE OF TEXAS

JULY 16, 2004
DATE

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

FIELD NOTE NO. 3480

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING
5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JEAN BAPTISTE, LTD

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Question and Answers for Bid #1804-225 - Sale of Surplus Right-of-Way abutting US 183A

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **34.**

Meeting Date: 05/01/2018

Clinic Supplies for WCRAS

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Clinical Supplies for WCRAS contract 1702-141, for the same pricing, terms and conditions as the existing contract that was awarded to Animal Health International and NAO Global, as primary and secondary vendors as noted on the award recommendation letter, covering the term March 21, 2018 - March 20, 2019.

Background

This contract renewal was delayed pending receipt of original signed vendor contract documents and has been operating under the survivability clause in the Terms and Conditions. Williamson County Regional Animal Shelter submitted a Vendor Performance Report (VPR) for each vendor, NAO Global and Animal Health International, that reflected the vendors met our requirements on this Contract, and requests to renew them for the first of two renewal option periods. This was included and approved in the FY18 budget under line items 01.0545.0545.004975 and 01.0545.0545.003200.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1702-141 NAO Global renewal 1

1702-141 Animal Health International renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 10:28 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:39 AM
Form Started By: Dianne West		Started On: 04/24/2018 02:19 PM
Final Approval Date: 04/26/2018		

WILLIAMSON COUNTY

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	WCRAS
Vendor Name:	NAO Global		
Vendor Address:	Houston, TX info@naoglobal.org		
Purpose/Intended Use of Product or Service (summary):			
Clinic Supplies for WCRAS			
P.O./Contract Number:	1702-141	**Effective Date:**	03/21/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	03/20/2019
Requested By:	Linda Gunter, WCRAS Supervisor		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM

Extend Contract for the 1st of two (2), one (1) year renewal option periods:

Renewal Option Period 1	March 21, 2018 – March 20, 2019
Initial Contract Period	March 21, 2017 – March 20, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor NAO GLOBAL HEALTH

Name DR PRISCILLA M AYERITE

Title PRESIDENT

Signature

Date 4/4/2018

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature

Date

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	WCRAS
Vendor Name:	Animal Health International		
Vendor Address:	2013 Cactus Valley Dr. , Leander, TX 78641		
Purpose/Intended Use of Product or Service (summary):			
Clinic Supplies for WCRAS			
P.O./Contract Number:	1702-141	**Effective Date:**	03/21/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	03/20/2019
Requested By:	Linda Gunter, WCRAS Supervisor		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM

Extend Contract for the 1st of two (2), one (1) year renewal option periods:

Renewal Option Period 1	March 21, 2018 – March 20, 2019
Initial Contract Period	March 21, 2017 – March 20, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Animal Health International

Name Danielle Armstrong

Title Territory Manager

Signature _____

Date 4/9/18

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **35.**

Meeting Date: 05/01/2018

1705-163 Industrial Asphalt and Aggregate renewal 1

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of the contract 1705-163 with Industrial Asphalt and Aggregate, for the same pricing, terms and conditions as the existing contract for Aggregates for Surface Treatments, as awarded in original bid, for the term of June 06, 2018 - June 05, 2019.

Background

This is the first extension for this contract. The Road and Bridge department submitted a Vendor Performance Report (VPR) that reflects that the vendor met all County requirements on this Contract, and requests to renew for the first renewal period. This was approved on the FY18 budget under line item 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1705-163 Industrial Ashpalt and Aggregate renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 10:35 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:39 AM
Form Started By: Dianne West		Started On: 04/24/2018 02:46 PM
Final Approval Date: 04/26/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Road & Bridge
Vendor Name:	Industrial Asphalt and Aggregate		
Vendor Address:	9020 Capital of Texas Highway, Building II, Suite 250, Austin, TX 78759		
Purpose/Intended Use of Product or Service (summary):			
Aggregates for Surface Treatments; items 1 - 3			
P.O./Contract Number:	1705-163	**Effective Date:**	06/06/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	06/05/2019
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	June 6, 2018 – June 5, 2019
Initial Contract Period	June 6, 2017 – June 5, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Industrial Asphalt

Name Robert Sutton

Title Sales Manager

Signature

Date 04/17/2018

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **36.**

Meeting Date: 05/01/2018

1602-055 Public Involvement renewal 2

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Public Involvement contract 1602-055, for the same pricing, terms and conditions as the existing contract for the term of May 27, 2018 - May 26, 2019, with Buie & Co.

Background

The Public Affairs Manager has submitted a Vendor Performance Report (VPR) that reflected the vendor significantly exceeds requirements on this contract, and requests to renew for the second renewal period. Funding will be provided by project budgets, as needed, with multiple line items approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1602-055 Public Involvement renewal 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 10:41 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Dianne West		Started On: 04/24/2018 03:01 PM
Final Approval Date: 04/26/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Public Information Office
Vendor Name:	Buie & Co.		
Vendor Address:	2901 Bee Cave Rd., Ste. D, Austin, TX 78746		
Purpose/Intended Use of Product or Service (summary):			
Public Involvement			
P.O./Contract Number:	1602-055	**Effective Date:**	05/27/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	05/26/2019
Requested By:	Connie Odom, Public Affairs Manager		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2), one (1) year renewal option periods:**

Renewal Option Period 2	May 27, 2018 – May 26, 2019
Renewal Option Period 1	May 27, 2017 – May 26, 2018
Initial Contract Period	May 16, 2016 – May 26, 2017

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Buie & Co. Public Relations, LLC

Name Jed Buie

Title President

Signature [signature]

Date April 20, 2018

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **37.**

Meeting Date: 05/01/2018

PRI Cards For New Cisco Unified Communications Phone System

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Presidio Network Solutions Group and Williamson County for hardware and equipment in the amount of $8,259.20, pursuant to DIR contract # DIR-TSO-2542, and authorizing the execution of the agreement.

Background

This contract covers the purchase of hardware for the new Cisco Unified Communications phone system servers. This is needed to shift the physical phone system connections from the current Avaya system to the new Cisco system.The department point of contact is Richard Semple. This expenditure will be charged to 01.0100.0503.003012. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

DIRTSO2542 Appendix A Ts & Cs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 11:28 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Melissa Gurka		Started On: 04/25/2018 04:19 PM
Final Approval Date: 04/26/2018		

PRESIDIO
Go DIRect

QUOTE: 2003118802509-02

DATE: 03/06/2018
PAGE: 1 of 2

TO:

Williamson County
Richard Semple
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

FROM:

Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

Customer#: WILLI035

Contract Vehicle: Texas DIR-TSO-2542 CISCO Branded Product and Related Services

Account Manager: Brett Marlier
Inside Sales Rep: Greg Hubbard
Title: PRI Cards

#	Part #	Description	Unit Price	Qty	Ext Price
NIM-4MFT-T1/E1=					
1	NIM-4MFT-T1/E1=	4 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	$2,552.00	1	$2,552.00
				Total:	**$2,552.00**
NIM-2MFT-T1/E1=					
2	NIM-2MFT-T1/E1=	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	$1,276.00	2	$2,552.00
				Total:	**$2,552.00**
NIM-1MFT-T1/E1=					
3	NIM-1MFT-T1/E1=	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	$829.40	3	$2,488.20
				Total:	**$2,488.20**
NIM-4FXO=					
4	NIM-4FXO=	4-port Network Interface Module - FXO (Universal)	$667.00	1	$667.00
				Total:	**$667.00**

Sub Total:	**$8,259.20**
Grand Total:	**$8,259.20**

PRESIDIO
Go DIRect

QUOTE: 2003118802509-02
DATE: 03/06/2018

This quote is governed by Terms and Conditions of Texas DIR-TSO-2542 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-2542
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. State – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations;

and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this

Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is

the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

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

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the

criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the

Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular

Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii)

facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15^{th}) calendar day of the month following the month of the sale. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General

Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State

Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii)

DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a

manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX

LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit,*

or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain

an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change.

Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent,

trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to

determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free

work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessiblity of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Commissioners Court - Regular Session **38.**

Meeting Date: 05/01/2018

Approval of Contract for Engineering Services Expo RV Park Testing

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a contract for Engineering Services between Williamson County and Alliance Engineering Group, Inc. to provide Construction Materials Testing in relation to the Williamson County Expo RV Park Project in the not-to-exceed amount of $24,364.00 and authorizing execution of the agreement.

Background

This agreement will provide construction materials testing for the Expo RV Park Project. Three (3) firms were contacted to provide proposals and one (1) proposal was returned by Alliance Engineering Group within the time frame given. The total not-to-exceed amount of this contract is $24,364.00 and will be funded by P464.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 10:42 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Thomas Skiles		Started On: 04/26/2018 07:51 AM
Final Approval Date: 04/26/2018		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Alliance Engineering Group, Inc. ("Engineer")**
ADDRESS: **200 Mustang Cove, Taylor, Texas 76574**
PROJECT: **Construction Materials Testing, Construction Observation and Inspection for the Williamson County Exposition RV Park Project ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Twenty Four Thousand Three Hundred Sixty Four Dollars ($24,364.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also*, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Department
Attn: Dwayne Gossett, Project Manager
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Alliance Engineering Group, Inc.
Attn: Wayne A. Eddins, Managing Partner
200 Mustang Cove,
Taylor, Texas 76574

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved

under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the

preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM

AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its

subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   c/o: Director of Department of Infrastructure
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Dept. of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Alliance Engineering Group, Inc.
Attn: Wayne A. Eddins, Managing Partner
200 Mustang Cove,
Taylor, Texas 76574

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive,

modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its

discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

ALLIANCE ENGINEERING GROUP, INC.

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Alliance Engineering Group, Inc.
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of Alliance Engineering Group, Inc., on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

Summary of Scope of Services: ENGINEER is to perform construction materials testing and inspection of the Project which includes the following:

- _____

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Alliance Engineering Group, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ALLIANCE ENGINEERING GROUP, INC.

- Geotechnical Engineering
- Environmental Consulting
- Construction Materials Engineering
- Construction Materials Testing

WILLIAMSON COUNTY EXPO CENTER RV PARK UNIT RATE SHEET - 2017

Personnel	Unit	Reg. Hr. Rate	O.T. Rate
Principal	Hr.	$ 195.00	
Senior Professional Engineer	Hr.	$ 195.00	
Professional Engineer	Hr.	$ 130.00	
Project Manager	Hr.	$ 95.00	
Laboratory Manager	Hr.	$ 95.00	
Engineer In Training (E.I.T.)	Hr.	$ 85.00	
Certified Welding Inspector (CWI)	Hr.	$ 85.00	
TxDOT Level I-A	Hr.	$ 56.00	$ 70.00
TxDOT Level 1-B	Hr.	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
Administrative Assistant	Hr.	$ 48.00	
Project Engineer - Report Review	Rept.	$ 25.00	
Vehicle Charge	Trip	$ 30.00	
Vehicle Charge	Day	$ 50.00	
Testing Services - Soils	**Unit**	**Unit Rate**	
Moisture Content (Tex 103-E)	Ea.	$ 20.00	
Tex 114-E Proctor	Ea.	$ 250.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00	
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	Ea.	$ 75.00	
In-Place Density Tests (Tex 115-E)	Ea.	$ 20.00	
Hydrometer Analysis (AASHTO T-88)	Ea.	$ 450.00	
Soil pH (Tex 128-E)	Ea.	$ 50.00	
Permeability of Soil	Ea.	$ 350.00	
Linear Bar Shrinkage	Ea.	$ 75.00	
Testing Services - Concrete	**Unit**	**Unit Rate**	
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	Ea.	$ 80.00	
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	Ea.	$ 80.00	
Unit Weight (Tex 404-A)	Ea.	$ 75.00	
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	Ea.	$ 75.00	
Organic Impurities in Fine Aggregate (Tex 408-A)	Ea.	$ 85.00	
Los Angeles Abrasion Test (Tex 410-A)	Ea.	$ 350.00	
Concrete Cylinder Compressive Strength (Tex 418-A)	Ea.	$ 16.00	
Concrete Flexural Beam Strength Test (Tex 419-A)	Ea.	$ 25.00	
2" x 2" Mortar Cubes	Ea.	$ 16.00	
3.25" x 6.25" Grout Prisms	Ea.	$ 16.00	
CMU Block Prism Testing	Ea.	$ 350.00	

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	***Unit***	***Unit Rate***
Sample Preparation	Ea.	$ 50.00
Gradation (Tex 210-F, Part 1 & 2)	*Ea.*	$ 200.00
Hamburg Wheel (Tex 242-F)	*Ea.*	$ 600.00
Extraction/Gradation (Tex 236-F)	*Ea.*	$ 225.00
Mixing (Tex 205-F)	*Set of 3*	$ 75.00
HVEEM Stability (Tex 207-F, Tex 208-F)	*Set of 3*	$ 50.00
Laboratory Molded Density (Tex 207-F, Part1)	*Set of 3*	$ 45.00
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	*Ea.*	$ 60.00
Thickness (Tex 140-E)	*Ea.*	$ 50.00
% Air Voids - In Place	*Ea.*	$ 75.00
% Theoretical Density - In Place	*Ea.*	$ 75.00
Moisture Content (Tex 212-F)	*Ea.*	$ 25.00
Coring Rig / Core Bit Charge	*Ea.*	$ 175.00
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	*In.*	$ 90.00
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	*In.*	$ 105.00
3" Φ Core(Per Inch)	*In.*	$ 5.00
4" Φ Core(Per Inch)	*In.*	$ 6.00
6" Φ Core(Per Inch)	*In.*	$ 8.00
Laboratory Testing Services - Flexible Base Material	***Unit***	***Unit Rate***
Tex 113-E Proctor	*Ea.*	$ 300.00
Sample Preparation (Tex 101-E)	*Ea.*	$ 50.00
Atterberg Limits	*Ea.*	$ 75.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00
Thickness (Tex 140-E)	*Ea.*	$ 50.00
Wet Ball Mill Test (Tex 116-E)	*Ea.*	$ 250.00
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	*Ea.*	$ 2,250.00

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

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

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

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

EXHIBIT E
Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

October 4, 2017

Williamson County Parks
Attn: Mr. Randy Bell, Director
3151 SE Inner Loop
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center
Taylor, Texas
Alliance Engineering Group Proposal No. P17-0911E

Dear Mr. Bell:

The attached fee schedule and not-to-exceed proposal for the construction observation and materials testing services on the Taylor Exposition Center RV Park are attached for your review. The proposed scope of work, type and frequency of testing were based solely on a review of the project plans from Halff Associates, Inc. dated September 12, 2017 and the Balcones Geotechnical Soils Report dated September 9, 2015.

This not-to-exceed proposal does not include **retesting or re-inspections required due to work or materials found to be non-compliant with the project plans and specifications**. If errors and/or omissions in the type and/or frequency of the observation and testing services are noted, please advise the undersigned at the earliest opportunity so that adjustments can be made to the scope and subsequent fees for the actual anticipated services needed.

We appreciate the opportunity to present this information for your consideration and look forward to an opportunity to be of service.

Respectfully,

Alliance Engineering Group, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

Dist: Williamson County – Mr. Randy Bell
Williamson County – Mr. Dale Butler

WAE/hk

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AASHTO ACCREDITATION PROGRAM

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

WILLIAMSON COUNTY EXPO CENTER RV PARK UNIT RATE SHEET - 2017

Personnel	Unit	Reg. Hr. Rate	O.T. Rate
Principal	Hr.	$ 195.00	
Senior Professional Engineer	Hr.	$ 195.00	
Professional Engineer	Hr.	$ 130.00	
Project Manager	Hr.	$ 95.00	
Laboratory Manager	Hr.	$ 95.00	
Engineer In Training (E.I.T.)	Hr.	$ 85.00	
Certified Welding Inspector (CWI)	Hr.	$ 85.00	
TxDOT Level I-A	Hr.	$ 56.00	$ 70.00
TxDOT Level 1-B	Hr.	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
Administrative Assistant	Hr.	$ 48.00	
Project Engineer - Report Review	Rept.	$ 25.00	
Vehicle Charge	Trip	$ 30.00	
Vehicle Charge	Day	$ 50.00	
Testing Services - Soils	**Unit**	**Unit Rate**	
Moisture Content (Tex 103-E)	Ea.	$ 20.00	
Tex 114-E Proctor	Ea.	$ 250.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00	
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	Ea.	$ 75.00	
In-Place Density Tests (Tex 115-E)	Ea.	$ 20.00	
Hydrometer Analysis (AASHTO T-88)	Ea.	$ 450.00	
Soil pH (Tex 128-E)	Ea.	$ 50.00	
Permeability of Soil	Ea.	$ 350.00	
Linear Bar Shrinkage	Ea.	$ 75.00	
Testing Services - Concrete	**Unit**	**Unit Rate**	
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	Ea.	$ 80.00	
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	Ea.	$ 80.00	
Unit Weight (Tex 404-A)	Ea.	$ 75.00	
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	Ea.	$ 75.00	
Organic Impurities in Fine Aggregate (Tex 408-A)	Ea.	$ 85.00	
Los Angeles Abrasion Test (Tex 410-A)	Ea.	$ 350.00	
Concrete Cylinder Compressive Strength (Tex 418-A)	Ea.	$ 16.00	
Concrete Flexural Beam Strength Test (Tex 419-A)	Ea.	$ 25.00	
2" x 2" Mortar Cubes	Ea.	$ 16.00	
3.25" x 6.25" Grout Prisms	Ea.	$ 16.00	
CMU Block Prism Testing	Ea.	$ 350.00	

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	***Unit***	***Unit Rate***	
Sample Preparation	Ea.	$ 50.00	
Gradation (Tex 210-F, Part 1 & 2)	*Ea.*	$ 200.00	
Hamburg Wheel (Tex 242-F)	*Ea.*	$ 600.00	
Extraction/Gradation (Tex 236-F)	*Ea.*	$ 225.00	
Mixing (Tex 205-F)	*Set of 3*	$ 75.00	
HVEEM Stability (Tex 207-F, Tex 208-F)	*Set of 3*	$ 50.00	
Laboratory Molded Density (Tex 207-F, Part1)	*Set of 3*	$ 45.00	
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	*Ea.*	$ 60.00	
Thickness (Tex 140-E)	*Ea.*	$ 50.00	
% Air Voids - In Place	*Ea.*	$ 75.00	
% Theoretical Density - In Place	*Ea.*	$ 75.00	
Moisture Content (Tex 212-F)	*Ea.*	$ 25.00	
Coring Rig / Core Bit Charge	*Ea.*	$ 175.00	
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	*In.*	$ 90.00	
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	*In.*	$ 105.00	
3" Φ Core(Per Inch)	*In.*	$ 5.00	
4" Φ Core(Per Inch)	*In.*	$ 6.00	
6" Φ Core(Per Inch)	*In.*	$ 8.00	
Laboratory Testing Services - Flexible Base Material	***Unit***	***Unit Rate***	
Tex 113-E Proctor	*Ea.*	$ 300.00	
Sample Preparation (Tex 101-E)	*Ea.*	$ 50.00	
Atterberg Limits	*Ea.*	$ 75.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00	
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00	
Thickness (Tex 140-E)	*Ea.*	$ 50.00	
Wet Ball Mill Test (Tex 116-E)	*Ea.*	$ 250.00	
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	*Ea.*	$ 2,250.00	

200 Mustang Cove · Taylor, Texas 76574
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Project Name:	**Williamson County Exposition Center RV Park**
Proposal No.:	**P17-0911C**
Estimated Budget:	**$24,364.00**
Date:	**October 4, 2017**

I EARTHWORK

(Estimate 15 production days to complete cut/fill operations)
(Estimate 20 miscellaneous trips for density testing (utility backfill, culvert backfill, utility tie-ins, manholes, etc.)
(Estimate 1,860 linear feet of new utilities)
(Estimate 10" Flexible Base beneath pavement & 8" beneath trails/sidewalks)

1	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	300.00	
2	Moisture/Density Relationships (TEX 114-E)	@	$250.00	/test	$	500.00	
3	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$75.00	/test	$	225.00	
3	Moisture Content Tests (TEX 103-E)	@	$20.00	/test	$	60.00	
8	Gradation (TEX 110-E)	@	$80.00	/test	$	640.00	
150	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	3,000.00	
35	Vehicle Charges	@	$30.00	trip	$	1,050.00	
70	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	3,360.00	
0	NICET Certified Technician OT Hours	@	$60.00	/hour	$	-	
0	NICET Certified Technician Saturday OT Hours	@	$75.00	/hour	$	-	
35	Administrative/Clerical	@	$48.00	/hour	$	1,680.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
38	Engineering Oversight/Report Review	@	$25.00	/report	$	950.00	
				Sub-Total	**$**	**12,240.00**	$12,240.00

II SITE CONCRETE

(Estimate 15 Placements for pavements, sidewalks, etc. @ 2 hrs & 4 cylinders each)
(Estimate 15 sample pick-ups @ 1 Hr. each)
(Estimate 15 Sets of 4 Cylinders each w/ Air, Slump, Temp)
(Estimate 3,500 lf of curb placements, 10 placements, 2 hours/placement 4 cylinders/placement)

60	Concrete Cylinders	@	$16.00	/each	$	960.00	
15	Air Content, Slump, Temp (TEX 414-1, 415-1 and 418-1)	@	$0.00	/each	$	-	
45	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	2,160.00	
30	Vehicle Charges (including cyl. p/up)	@	$30.00	trip	$	900.00	
5	Administrative/Clerical	@	$48.00	/hour	$	240.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
15	Engineering Oversight/Report Review	@	$25.00	/report	$	375.00	
				Sub-Total	**$**	**5,110.00**	$5,110.00

III ASPHALT PAVEMENT

(Estimate 12,417 sf of Asphalt Pavement)
(Estimate 2 Days of Laydown Operations @ 10 Hrs. & 2 Grab Samples per day)

16	TxDOT I-A Certified Technician (Reg. Hrs.)	@	$56.00	/hour	$	896.00	
4	TxDOT I-A Certified Technician (OT Hrs.)	@	$70.00	/hour	$	280.00	
16	TxDOT I-B Certified Technician (Reg. Hrs.)	@	$56.00	/hour	$	896.00	
4	TxDOT I-B Certified Technician (OT Hrs.)	@	$70.00	/hour	$	280.00	
4	Extraction/Gradation (Tex 236-F)	@	$225.00	/each	$	900.00	
4	Maximum Theoretical (Rice) Gravity (Tex 227-F)	@	$60.00	/each	$	240.00	
4	Stability, Set of 3 (Tex 207-F, Tex 208-F)	@	$50.00	/set	$	200.00	
4	Laboratory Molded Density (Tex 207-F, Part 1)	@	$45.00	/set	$	180.00	
4	In-Place HMA Thickness/Density (Tex 140-E)	@	$50.00	/each	$	200.00	
4	Vehicle Charges	@	$30.00	trip	$	120.00	
4	Administrative/Clerical	@	$48.00	/hour	$	192.00	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
12	Engineering Oversight/Report Review	@	$25.00	/report	$	300.00	
				Sub-Total	**$**	**5,064.00**	$5,064.00

IV PROJECT OVERSIGHT

10	Project Principal Hours	@	$195.00	/hour	$	1,950.00	$ 1,950.00

TOTAL **$24,364.00**

NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup outside of Williamson County may apply.
3. Project Engineer to review/evaluate/sign and seal reports will be billed at $25/Report
4. Additional tests not specified in this proposal will be quoted upon request.
5. This proposal does not include any costs associated with stand-by, non-readiness charges, and/or trips for re-tests of the **previous failing tests.**
6. An additional charge will be made for shop inspections made outside of Williamson County. A per diem charge of $120.00 will be charged for any inspections that will require an overnite stay.

Commissioners Court - Regular Session **39.**

Meeting Date: 05/01/2018

XMedius Software Agreement

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Presidio Network Solutions Group and Williamson County for XMedius Software per TIPS Contact # 1071615, in the amount of $21,408.36, and authorizing the execution of the agreement.

Background

This agreement is for the replacement of the current Right Fax software that is now 10 years old. The XMedius software is more cost effective to purchase and maintain than the current Right Fax. This will help Williamson County replace traditional fax machines and analog fax lines with software. The department point of contact is Richard Semple. This expenditure will be charged to 01.0100.0503.005741. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

TIPS contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 11:28 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 11:31 AM
Form Started By: Melissa Gurka		Started On: 04/26/2018 11:05 AM
Final Approval Date: 04/26/2018		

PRESIDIO™

QUOTE: 2003118803662-02

DATE: 04/23/2018

TO:

Williamson County
Richard Semple
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

FROM:

Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

Customer#: WILLI035

Contract Vehicle: Texas TIPS/TAPS Networking Equip, Software, & Services 1071615

Account Manager: Brett Marlier
Inside Sales Rep: Greg Hubbard
Title: XMedius - 3yrs
Comments: *The additional terms below are valid for this quote only.

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

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

• Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

#	Part #	Description	Unit Price	Qty	Ext Price
1	XM-ENT-UNL	XMF 8.0 Enterprise Server Unl Users	$4,482.44	1	$4,482.44
2	XM-ENT-CH-FoIP	XMF One FoIP Channel	$1,162.33	5	$5,811.65
3	XM-ENT-EXCH	Microsoft Exchange	$1,431.74	1	$1,431.74
4	XM-ENT-WEB	XMF Web-Enabled Fax Client	$1,162.33	1	$1,162.33
5	SUP-REG-XM-ENT	Phone Support with Software Upgrade	$2,209.40	3 for 12 mo(s)	$6,628.20
6	INST-REMOTE-FULL	Remote Installation / Version Update - Full Day	$1,595.00	1	$1,595.00
7	TRN-ADM-ORIENTATION	Admin Orientation (Online 3 hours)	$297.00	1	$297.00

Sub Total:	**$21,408.36**
Grand Total:	**$21,408.36**

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT SHALL GOVERN THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

NETWORKING EQUIPMENT, SOFTWARE AND SERVICES #01071615

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.
REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The NETWORKING EQUIPMENT, SOFTWARE AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.
Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01071615". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.
Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.
Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over $100,000 and payment bonds on jobs over $25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.
Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract**: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation**: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products**: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the **general** and/or **special terms and conditions**.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the **general** and/or **special terms and conditions**. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information

Bid Creator	Mr. David Mabe National Coordinator
Email	david.mabe@tips-usa.com
Phone	+1 (903) 243-4759
Fax	+1 (866) 749-6674
Bid Number	01071615
Title	Networking Equipment, Software and Services
Bid Type	RFP
Issue Date	05/01/2015
Close Date	6/12/2015 3:00:00 PM CT
Need by Date	

Contact Information

Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686
Contact	Kim Thompson, Coordinator of Office Operations
Department	
Building	
Floor/Room	
Telephone	+1 (866) 839-8477
Fax	+1 (866) 839-8472
Email	bids@tips-usa.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	PRESIDIO NETWORKED SOLUTIONS, INC.
Address	PO BOX 822169 PHILADELPHIA, PA 19182-2169
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (301) 313-2155
Fax	1
Email	
Submitted	6/3/2015 5:16:52 PM CT
Total	$0.00

Signature Todd Smithson Email tsmithson@presidio.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you. 2. Choose one of the following audio options: TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended. -- OR -- TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below. United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar
05/07/15	Pre-Bid Webinar	Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST
05/13/15	Pre-Bid Webinar (Recorded)	If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the ”Response Attachments” HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	12120 Sunset Hills Road, Suite 202, Reston, VA 20190
5	Company Residence (State)	Vendor's principal place of business is in the state of?	VA
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No

8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	7
15	Years Experience	Company years experience in this category?	28
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Presidio is one of the largest technology solutions providers in the U.S. We combine experience, scale, and stability with regional expertise and service, so you can rest assured we'll be everywhere you need us to support your global business technology needs. We are not just trusted partners, we enable new thinking. Quick Facts - 2,000+ IT professionals including over 1,000 highly certified consulting engineers - 3,500+ technical industry certifications - Local delivery model with 50+ offices located across the United States - 15+ years of sustained annual double-digit growth rates
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
20	Primary Contact Name	Primary Contact Name	Todd Smithson

21	Primary Contact Title	Primary Contact Title	Account Manager
22	Primary Contact Email	Primary Contact Email	tsmithson@presidio.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012188298
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Jackie Arnett
27	Secondary Contact Title	Secondary Contact Title	Executive Director
28	Secondary Contact Email	Secondary Contact Email	jarnett@presidio.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8123426188
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Angel Toro
33	2% Contact Email	2% Contact Email	atoro@presidio.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4074098213
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Portia Speight
37	Purchase Order Contact Email	Purchase Order Contact Email	pspeight@presidio.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3013132028
39	Company Website	Company Website (Format - www.company.com)	www.presidio.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	58-1667655
41	Primary Address	Primary Address	8161 Maple Lawn Blvd., Suite 150
42	Primary Address City	Primary Address City	Fulton
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	MD
44	Primary Address Zip	Primary Address Zip	20759
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Networking, switch, router, BYOD, Cisco, EMC, SAN, Data Center, VoiP, Collaboration, Cloud, Cyber Security, Mobility, Wireless, WLAN, Contact Center, Managed Services, Virtualization, IoT, Deployment, Consulting, Integration, Global Services, Financial Services, Asset Maintenance, Malware, Convergence, VDI,

46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding $100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over $100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total:	$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City
Allot Communications	300 TradeCenter	Woburn
Aruba Networks	1344 Crossman Ave.	Sunnyvale
Axis Communications	300 Apollo Drive	Chelmsford
BlueCat	4101 Yonge Street, Suite 502	Toronto
Blue Coat Systems	420 N. Mary Ave	Sunnyvale
Brocade/Foundry	130 Holger Way	San Jose
Check Point	959 Skyway Road Suite 300	San Carlos
Cisco	170 West Tasman Dr.	San Jose
Commvault	1 CommVault Way	Tinton Falls
Ekahau	1851 Alexander Bell Drive	Reston
EMC	125 High Street	Boston
Extreme Networks/Enterasys	145 Rio Robles	San Jose
Fluke Networks	6920 Seaway Boulevard	Everett
Four Winds Interactive	3012 Huron St.	Denver
Infoblox	3111 Coronado Drive	Santa Clara
Ipswitch	83 Hartwell Avenue	Lexington
NetScout	310 Littleton Road	Westford
Nutanix	1740 Technology Drive, Suite 150	San Jose
Nimble Storage	211 River Oaks Parkway	San Jose
Palo Alto Networks	4401 Great America Parkway	Santa Clara
Pure Storage	650 Castro Street, Suite #260	Mountain View
Riverbed	680 Folsom St.	San Francisco
TippingPoint	3000 Hanover Street	Palo Alto
Veeam	2520 Northwinds Parkway	Alpharetta

State	Zip	Contact Name	Contact Email
MA	01801		sales-usa@allot.com
CA	94089		sales-usa@aruba.com
MA	01824		sales@aruba.com
Ontario Canada	M2P 1N6		sales@bluecat.com
CA	94085		insidesales@bluecoat.com
CA	95134		sales@brocade.com
CA	94070		sales@checkpoint.com
CA	95134		sales@cisco.com
NJ	07724		sales@commvault.com
VA	20191		sales-americas@ekahau.com
MA	02110		info@emc.com
CA	95134		sales@extremenetworks.com
WA	98203		info@flukenetworks.com
CO	80202		info@fourwindsinteractive.com
CA	95054		info@infoblox.com
MA	02421		info@ipswitch.com
MA	01886		info@netscout.com
CA	95110		info@nutanix.com
CA	95134		info@nimblestorage.com
CA	95054		info@paloaltonetworks.com
CA	94041		sales@purestorage.com
CA	94107		sales@riverbed.com
CA	94304		sales@hp.com
GA	30009		info@veeam.com

Contact Phone	Contact Fax	Company Website
877-255-6826		www.allot.com
408 227 4500		www.arubanetworks.com
978 614 2000		www.axis.com
1.416.646.8400		www.bluecat.com
(408) 220-2200		www.bluecoat.com
408-333-8000		www.brocade.com
800-429-4391		www.checkpoint.com
800-553-6387		www.cisco.com
888-746-3849		www.commvault.com
866-4EKAHAU		www.ekahau.com
857-413-3090		www.emc.com
888-257-3000		www.extremenetworks.com
800-283-5853		www.flukenetworks.com
(720) 259-5000		www.fourwindsinteractive.com
408 986 4000		www.infoblox.com
(800) 793-4825		www.ipswitch.com
800-357-7666		www.netscout.com
(855)-NUTANIX		www.nutanix.com
877-364-6253		www.nimblestorage.com
(866) 320-4788		www.paloaltonetworks.com
800-379-7873		www.purestorage.com
877-483-7233		www.riverbed.com
(650) 857-1501		www.hp.com
678 353 2140		www.veeam.com

Provisions for purchase with federal funds for contracts exceeding $100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding $100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding $100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding $100,000?

Check your response?

YES ☑ NO ☐

Jackie Arnett 6/2/2015

Signature of Authorized Company Official — Date

Jackie Arnett, Executive Director

Printed Name of Authorized Company Official

Presidio Networked Solutions, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES ___ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES ___ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES ___ Initial of Authorized Company Official

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.
The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Presidio Networked Solutions, Inc.
Name of Organization

10809 Executive Center Drive Plaza 3 Little Rock, AR 72211
Address of Organization

Jackie Arnett, Executive Director
Name / Title of Submitting Official

Jackie Arnett
Signature of Submitting Official

2 June 2015
Signature Date

Provisions for purchase with federal funds for contracts exceeding $100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES ___ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES ___ Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES ___ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding $100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding $100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at https://www.sam.gov/index.html

Has the vendor been debarred from participation in Federal funds contracts?

NO [X] Initial of Authorized Company Official

YES [ ] Initial of Authorized Company Official

Company Official: Jackie Arnett, Executive Director Jackie Arnett

Company: Presidio Networked Solutions, Inc.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: PRESIDIO NETWORKED SOLUTIONS, INC.

Mailing Address: 10809 Executive Center Drive Plaza 3

City: Little Rock

State: AR

Zip: 72211

Telephone Number: (501) 218-8298

Fax Number:

Email Address: tsmithson@presidio.com

Authorized Signature: Jackie Arnett

Printed Name: Jackie Arnett

Position: Executive Director

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt — 7-16-15

TIPS Authorized Signature — Date

David Wayne Fitts — 7-16-15

Approved by Region VIII ESC — Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Arkansas State University	Jonesboro	AR	David Engelken	870-680-4224
University of Arkansas - Monticello	Monticello	AR	Bryan Daugherty	870-460-1636
State of Arkansas - Administrative Office of the Courts	Little Rock	AR	Ben Houston	(501) 682-9400
City of Little Rock	Little Rock	AR	Randy Foshee	(501) 371-4886

Commissioners Court - Regular Session **40.**

Meeting Date: 05/01/2018

Jail Tower and Antenna Removal Services Contract

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between Randal's Tower Tech and Williamson County for the decommission and removal of two (2) towers, lines, and antennas, in the not to exceed the amount of $4,200.00, and authorizing the execution of the agreement.

Background

This service is for the Williamson County Jail. The services provided include the decommission and removal of two (2) towers, lines and antennas. The department point of contacts are Catherine Roberts and Dwayne Gossett. This expenditure will be charged to 01.0100.1008.005300. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/26/2018 11:45 AM
County Judge Exec Asst.	Wendy Coco	04/26/2018 12:05 PM
Form Started By: Melissa Gurka		Started On: 04/26/2018 11:19 AM
Final Approval Date: 04/26/2018		

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
4/5/2018	1745

Name/Address

Catherine Roberts
Williamson County
508 Holly St.
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	SO Roof top Decom

Description	Qty	Rate	Total
Decom 2 Towers, Lines and antennas haul off site Out-of-state sale, exempt from sales tax		4,200.00 0.00%	4,200.00T 0.00
		Total	$4,200.00

Accepted by: _____

Thank you for your business!

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY SERVICES CONTRACT FOR TOWER/ANTENNA REMOVAL

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 **Randal's Tower Tech, Inc.**, P.O. Box 513, Little River, TX 76554 (hereinafter "Service Provider" or "RTTI"). Customer agrees to engage RTTI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and not-to-exceed **$4,200.00** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

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

As described in the attached Proposal/Statement of Work, dated April 5, 2018, which is marked Exhibit "A" and incorporated herein as if copied in full.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	$1,000,000	$1,000,000

(including death)

Property damage $1,000,000 $1,000,000

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance requirements of this Contract.

VIII.

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

A. Service Provider's Proposal/Statement of Work, dated April 5, 2018, which is marked Exhibit "A" and incorporated herein as if copied in full; and

B. Insurance certificates evidencing required coverages.

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

IX.

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

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not

disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

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

XII.

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

XIII.

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

XIV.

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:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Exhibit "A" (Proposal/Statement of Work, dated April 5, 2018)

Commissioners Court - Regular Session **41.**

Meeting Date: 05/01/2018

Park Donations BA 05-01-2018

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 budget amendment to acknowledge additional revenues for Park Donations.

Background

Donations include $615.00 from Georgetown Running Club for use in the South West Regional Park and $330.00 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	945.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/23/2018 01:16 PM
Form Started By: Melanie Denny		Started On: 04/23/2018 12:42 PM
Final Approval Date: 04/23/2018		

Commissioners Court - Regular Session **42.**

Meeting Date: 05/01/2018

Park Donations 05-01-2018

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, 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 budget amendment to acknowledge additional expenditures for Park Donations.

Background

Donations include $615.00 from Georgetown Running Club for use in the South West Regional Park and $330.00 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	945.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/23/2018 01:16 PM
Form Started By: Melanie Denny		Started On: 04/23/2018 12:45 PM
Final Approval Date: 04/23/2018		

Commissioners Court - Regular Session **43.**

Meeting Date: 05/01/2018

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 North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capston
f) Project Dalton House
g) Project Butterfly

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:13 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2018 10:10 AM
Final Approval Date: 04/26/2018		

Commissioners Court - Regular Session **44.**

Meeting Date: 05/01/2018

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

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: CR 101

e) Discuss the acquisition of real property: CR 200

f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

g) Discuss the acquisition of real property for SH 29 LTP.

h) Discuss the acquisition of real property for County Facilities.

i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

l) Discuss the acquisition of real property for Seward Junction SE Loop.

m) Discuss the acquisition of real property for SH 29 @ DB Wood.

n) Discuss the acquisition of real property for Hairy Man Rd.

o) Discuss the acquisition of real property for SW Bypass.

p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

q) Discuss Cedar Hollow low water crossings and Lost River.

r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)

B. Property or Real Estate owned by Williamson County

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 wastewater easements in Berry Springs Park

c) Discuss sale of County property on Ronald Reagan Blvd.

d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

e) Potential governmental uses for 8th Street downtown parking lot

f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets (areas formerly occupied by WCCHD)

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

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the San Gabriel River trail easements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2018 10:13 AM
Form Started By: Charlie Crossfield		Started On: 04/26/2018 10:09 AM
Final Approval Date: 04/26/2018		