

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
July 30, 2019
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. 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.
3. 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 4 – 25)

4. Discuss, consider, and take appropriate action on a line item transfer for Constable Precinct #1

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0551.003002	CON 1 Vehicle Equip	1000.00
TO	0100.0551.004541	CON 1 Vehicle Maintenance	1000.00

5. Discuss, consider and take appropriate action on a line item transfer for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004542	Grounds Maintenance	\$2,526.00
To	0100.0510.001107	Temp Salaries	\$2,346.00
To	0100.0510.002010	FICA	\$180.00

6. Discuss, consider and take appropriate action on budget line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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From	0100.0576.003005	Office Furniture	2000.00
To	0100.0576.003006	Office Equipment	2000.00
From	0100.0576.004100	Professional Services	4600.00
To	0100.0576.004541	Vehicle Maintenance	2500.00
To	0100.0576.003318	Janitorial Supplies	1500.00
To	0100.0576.003001	Small Equipment & tools	600.00

7. Discuss, consider and take appropriate action on a line item transfer for Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0570.003001	Small Tools & Equipment	\$3000.00
To:	0100.0570.003200	Medical Supplies	\$3000.00

8. Discuss, consider and take appropriate action on a line item transfer for the Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0570.003009	Linens/Toiletries	\$4500.00
To:	0100.0570.003318	Janitorial Supplies	\$4500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005700	Vehicles	\$2,175.00
From	0100-0503-005740	Computer Equipment > \$5,000	\$12,000.00
From	0100-0503-004505	Software Maintenance	\$25,000.00
From	0100-0503-003011	Computer Software < \$5,000	\$40,000.00
From	0100-0503-003010	Computer Hardware < \$5,000	\$5,825.00
To	0100-0503-004211	Telephone	\$85,000.00

10. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 07/24/2019 for the Williamson County Tax Assessor/Collector.
11. Discuss, consider and take action in accepting the June 2019 Year to Date Financial Report from the County Auditor.
12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including nine (9) Panasonic toughbooks, one (1) Dell laptop, and eight (8) Dell desktop computers, pursuant to Tx. Local Gov't Code 263.152.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) EZ-Go golf cart (donation to Animal Shelter), pursuant to Tx. Local Gov't Code 263.152.

14. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
15. Discuss, consider and take appropriate action on exempting Texas Community Supervision Alternatives (TCSA), LLC from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for the Williamson County Attorney's Office Pre-Trial Intervention Program and authorize execution of the agreement.
16. Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Mueller BBQ in the amount of \$200.
17. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Fire and Safety Inspection, Testing and Maintenance Services, under RFP 1907-335.
18. Discuss, consider and take appropriate action on accepting the Texas First Responder Grant through Valero for Personal Protective Equipment.
19. Discuss, consider and take appropriate action on approving the Merchant Processing Agreements and Amendment No. 1 between Williamson County and Worldpay Integrated Payments, LLC to provide the processing of credit cards payments for the Parks Department and authorizing execution of the agreements.
20. Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 26 from Chasco Constructors in the amount of -\$3,501.67 to approve the receipt of a credit from the balance of a change in the evidence locker vendor which resulted in a lower overall cost and the balance remaining after the funding of an AV change order. This change order is being funded by buyout savings and credited to Project # 325.
21. Discuss, consider and take appropriate action on a Real Estate Contract with Honey Bear Properties, LLC for right of way needed on the Hairy Man Rd. project (Parcel N20/N21). Funding Source: Road Bonds P284
22. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for On Call Survey Services at Various Locations.
23. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for On Call Survey Services at Various Locations.
24. Discuss, consider and take appropriate action regarding the closing of CR 481 and detouring traffic during cross culvert replacement.
25. Discuss, consider and take appropriate action on a Williamson County License Agreement between Williamson County and Vista Oaks Municipal Utility District relating to improvements to be placed in Williamson County's right-of-way, as depicted in Exhibit "A-1" and the "Vista Oaks Beautification Project 2018" landscape design development documents.

REGULAR AGENDA

26. Consider authorizing advertising and setting a date for the public hearing on the 2019-2020 county budget for Tuesday, August 27th, 2019 at 10:00 AM.
27. Receive updates on the Department of Infrastructure projects and issues.
28. Discuss, consider and take appropriate action on approving the Williamson County EMS Financial Hardship Assistance Policy to be effective October 1, 2019.
29. Discuss, consider and take appropriate action on transitioning the TTOR (Texas Targeted Opioid Response) grant from the City of Round Rock to Williamson County.
30. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Community Supervision and Corrections Department, as Lessee, for the premises located at 601 N. Alligator Street, Granger, Texas (the Central Texas Treatment Center Facility).
31. Discuss, consider and take appropriate action on approving the FY2020 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.
32. Discuss, consider and take appropriate action on approving the FY2020 CSCD (Adult Probation) Community Service Restitution Director Memorandum of Understanding.
33. Hear and discuss presentation by The Pavilion Clubhouse of Round Rock, Inc., a non-profit corporation, regarding a proposal to provide a Pavilion Court Team Peers Program and Jail Program for individuals in Williamson County who are dealing with mental illness and substance abuse problems and a funding request for FY20 for such programs.

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)."

34. 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 SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: CR 101
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.

- h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.
 - r) Discuss the acquisition of right-of-way for Southeast Corridor.
 - s) Discuss the acquisition of right-of-way for Reagan extension.
 - t) Discuss the acquisition of property near the County landfill.
 - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- 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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - h) Discuss Blue Springs Boulevard
- 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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

35. 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) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcus

36. 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division

- g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- i) 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.
- j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
- k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- l) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- m) Valerie Adams - EEOC Charge No. 450-2018-03807
- n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- p) BANGL Pipeline Project
- q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- r) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
- s) Claim of Dan A. Gattis for reimbursement of attorneys fees.
- t) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
- u) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia
- v) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas

- 37. 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).

REGULAR AGENDA (continued)

- 38. Discuss and take appropriate action concerning economic development.
- 39. Discuss and take appropriate action concerning real estate.
- 40. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - f) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant -

Lealco, Inc.)

- i) 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.
- j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
- k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- l) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- m) Valerie Adams - EEOC Charge No. 450-2018-03807
- n) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- p) BANGL Pipeline Project
- q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- r) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
- s) Claim of Dan A. Gattis for reimbursement of attorneys fees.
- t) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
- u) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
- v) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas.

- 41. 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.
- 42. Comments from Commissioners.

Bill Gravell, Jr., 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 26th day of July, 2019 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

4.

Meeting Date: 07/30/2019

Line Item Transfer

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Constable Precinct #1

Background

Request funds to cover a shortage in the vehicle maintenance line brought on by some unexpected early vehicle repairs. This transfer of funds will insure that any and all required maintenance can be performed on the county vehicles without delay.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0551.003002	CON 1 Vehicle Equip	1000.00
TO	0100.0551.004541	CON 1 Vehicle Maintenance	1000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Michael Pendley

Final Approval Date: 07/23/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

07/23/2019 01:07 PM

07/23/2019 01:17 PM

Started On: 07/23/2019 10:46 AM

Commissioners Court - Regular Session

5.

Meeting Date: 07/30/2019

Line Item Transfer for Parks Department

Submitted For: Russell Fishbeck

Submitted By: Randy Bell, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Parks Department.

Background

Transfer necessary to cover costs of leave time to avoid changes in departure date and start date for both outgoing and incoming parks directors.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004542	Grounds Maintenance	\$2,526.00
To	0100.0510.001107	Temp Salaries	\$2,346.00
To	0100.0510.002010	FICA	\$180.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Randy Bell

Final Approval Date: 07/24/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

07/24/2019 11:28 AM

07/24/2019 02:24 PM

Started On: 07/24/2019 09:58 AM

Commissioners Court - Regular Session

6.

Meeting Date: 07/30/2019

Budget line item transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a budget line item transfer from BLI 3305 (Office Furniture) and BLI 4600 (Professional Services) into budget line items 3001 (Small Equipment), 3006 (Office Equipment), 3318 (Janitorial Supplies) and 4541(Vehicle Maintenance). Funds transferred in to BLI 3318 will be used to purchase needed janitorial supplies such as laundry soap, destainer and fabric softener for industrial washers. This should allow us to purchase all needed janitorial supplies for the remainder of FY 2019. The department is also requesting funding into BLI 4541 to cover anticipated maintenance expenses for the remainder of FY 2019. Vehicle maintenance expense have exceeded previous estimates due to aging fleet and one minor vehicle accident. Funds transferred into BLI 3001 will be used to purchase a replacement washing machine for the detention facility. Facility Maintenance has been out to try to repair the washing machine and advised us that it can not be repaired and needs to be replaced. Funds transferred into BLI 3006 will be used to purchase a replacement shredder for the detention administration area. The shredder currently located in that area is no longer working and unable to be repaired.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003005	Office Furniture	2000.00
To	0100.0576.003006	Office Equipment	2000.00
From	0100.0576.004100	Professional Services	4600.00
To	0100.0576.004541	Vehicle Maintenance	2500.00
To	0100.0576.003318	Janitorial Supplies	1500.00
To	0100.0576.003001	Small Equipment & tools	600.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: John Pelczar
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

07/25/2019 11:44 AM
07/25/2019 11:47 AM
Started On: 07/25/2019 10:33 AM

Commissioners Court - Regular Session

7.

Meeting Date: 07/30/2019

Line Item Transfer for County Sheriff, Corrections Bureau

Submitted For: Robert Chody

Submitted By: Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer is necessary to cover cost for Medical Nitrile Gloves used in the Williamson County Jail through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0570.003001	Small Tools & Equipment	\$3000.00
To:	0100.0570.003200	Medical Supplies	\$3000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

07/25/2019 11:32 AM

07/25/2019 11:46 AM

Started On: 07/25/2019 09:41 AM

Commissioners Court - Regular Session

8.

Meeting Date: 07/30/2019

Line Item Transfer for County Sheriff, Corrections Bureau

Submitted For: Robert Chody

Submitted By: Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Corrections Department.

Background

The line item transfer is necessary to cover cost for Janitorial Supplies used in the Williamson County Jail through the rest of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0570.003009	Linens/Toiletries	\$4500.00
To:	0100.0570.003318	Janitorial Supplies	\$4500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

07/25/2019 11:37 AM

07/25/2019 11:47 AM

Started On: 07/25/2019 10:35 AM

Commissioners Court - Regular Session

9.

Meeting Date: 07/30/2019

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

Submitted For: Jay Schade

Submitted By: Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

The County has experienced an increase in phone expense due to the new buildings coming online over the past year. In addition, although the overall phone expense will reduce next year due to the new Cisco Unified Communications (phone) project, there has been an overlap of expense moving phones off of the old system to the new system. Finally, phone charges have increased in general. These three factors have led to us needing to transfer funds to cover the remainder of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-005700	Vehicles	\$2,175.00
From	0100-0503-005740	Computer Equipment > \$5,000	\$12,000.00
From	0100-0503-004505	Software Maintenance	\$25,000.00
From	0100-0503-003011	Computer Software < \$5,000	\$40,000.00
From	0100-0503-003010	Computer Hardware < \$5,000	\$5,825.00
To	0100-0503-004211	Telephone	\$85,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Tammy McCulley
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

07/25/2019 12:01 PM
07/25/2019 12:14 PM
Started On: 07/25/2019 11:01 AM

Commissioners Court - Regular Session

10.

Meeting Date: 07/30/2019

Property Tax Refunds – Over 2500 – Thru 07/24/2019

Submitted For: Larry Gaddes

Submitted By: Renee Clark, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 07/24/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

071819-072419 Refunds Over 2500

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Renee Clark
Final Approval Date: 07/24/2019

Reviewed By

Andrea Schiele

Date

07/24/2019 04:19 PM
Started On: 07/24/2019 04:09 PM



Date: July 24, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115 Round Rock, Texas 78664 Telephone: 512.244.8644	350 Discovery Blvd., Ste. 101 Cedar Park, Texas 78613 Telephone: 512.260.4290	412 Vance St., Ste. 1 Taylor, Texas 76574 Telephone: 512.352.4140
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3:17 PM
07/24/19
Accrual Basis

Property Tax
Account QuickReport
071819-072419

Type	Date	Num	Name	Memo	Amount
Property Tax - Wells Fargo					
Check	07/24/2019	71998	CHRISTOPHER M & KERI W BROLL	R487313 - Escrow Refund	-7,392.86
Check	07/24/2019	71999	CONNOR, DEBRA L	R501976 - Escrow Refund	-5,207.07
Total Property Tax - Wells Fargo					-12,599.93
TOTAL					-12,599.93

Commissioners Court - Regular Session

11.

Meeting Date: 07/30/2019

June 2019 Year To Date Financial Report

Submitted For: Jerri Jones

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action in accepting the June 2019 Year to Date Financial Report from the County Auditor.

Background

Attached is the Year to Date Financial Report for Fiscal Year 2019 thru June 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

June 2019 Year to Date Financial Report

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 08:42 AM

Started On: 07/25/2019 08:17 AM

WILLIAMSON COUNTY
FINANCIAL REPORT : GENERAL FUND
AS OF JUNE 30, 2019
(unaudited)

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Revenue</u>	<u>Uncollected Revenue</u>	<u>% Remaining to Collect</u>
Revenues					
Taxes	\$ 162,197,611.00	\$ 162,197,611.00	\$ 160,365,054.21	\$ 1,832,556.79	1.13%
Fees of Office	13,532,700.00	13,532,700.00	11,972,725.29	1,559,974.71	11.53%
Fines and Forfeitures	2,707,140.00	2,707,140.00	1,759,186.72	947,953.28	35.02%
Charges for Services	13,045,750.00	13,045,750.00	9,683,330.80	3,362,419.20	25.77%
Intergovernmental	2,869,315.00	2,989,492.55	2,467,113.75	522,378.80	17.47%
Investment Income and Other	3,963,150.00	4,052,476.44	5,302,987.42	(1,250,510.98)	-30.86%
Total Revenues	<u>\$198,315,666.00</u>	<u>\$198,525,169.99</u>	<u>\$191,550,398.19</u>	<u>\$6,974,771.80</u>	<u>3.51%</u>

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Exp + Encumbrances</u>	<u>Unencumb Balance</u>	<u>% Remaining</u>
Expenditures					
General Government	\$ 67,734,132.91	\$ 89,413,300.33	\$ 39,730,630.57	\$ 49,682,669.76	55.57%
Public Safety	101,642,278.63	101,866,881.23	71,830,623.14	30,036,258.09	29.49%
Judicial	27,779,766.66	27,999,818.85	19,487,993.00	8,511,825.85	30.40%
Community Services	15,602,151.24	15,635,518.85	10,386,176.54	5,249,342.31	33.57%
Total Expenditures	<u>\$212,758,329.44</u>	<u>\$234,915,519.26</u>	<u>\$141,435,423.25</u>	<u>\$93,480,096.01</u>	<u>39.79%</u>

**WILLIAMSON COUNTY
FINANCIAL REPORT : GENERAL FUND
AS OF JUNE 30, 2019
(unaudited)**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Revenue</u>	<u>Uncollected Revenue</u>	<u>% Remaining to Collect</u>
Taxes:					
Current Ad Valorem Taxes	\$ 159,701,111.00	\$ 159,701,111.00	\$ 158,541,449.32	\$ 1,159,661.68	0.73%
Delinquent Ad Valorem taxes	1,005,000.00	1,005,000.00	909,747.46	95,252.54	9.48%
Other Taxes	1,491,500.00	1,491,500.00	913,857.43	577,642.57	38.73%
Total Tax Revenues	\$162,197,611.00	\$162,197,611.00	\$160,365,054.21	\$1,832,556.79	1.13%
Fees of Office:					
County Sheriff	\$ 284,500.00	\$ 284,500.00	\$ 199,576.76	\$ 84,923.24	29.85%
County Clerk	3,661,800.00	3,661,800.00	2,628,990.95	1,032,809.05	28.20%
Tax Assessor/Collector	7,065,000.00	7,065,000.00	7,085,741.96	(20,741.96)	-0.29%
District Clerk	565,000.00	565,000.00	464,535.14	100,464.86	17.78%
Justice of the Peace Pct. 1	65,400.00	65,400.00	57,642.06	7,757.94	11.86%
Justice of the Peace Pct. 2	68,900.00	68,900.00	69,860.86	(960.86)	-1.39%
Justice of the Peace Pct. 3	96,500.00	96,500.00	83,063.19	13,436.81	13.92%
Justice of the Peace Pct. 4	90,600.00	90,600.00	64,460.70	26,139.30	28.85%
Constable Pct. 1	223,800.00	223,800.00	170,445.55	53,354.45	23.84%
Constable Pct. 2	243,000.00	243,000.00	179,121.83	63,878.17	26.29%
Constable Pct. 3	300,000.00	300,000.00	242,667.32	57,332.68	19.11%
Constable Pct. 4	229,600.00	229,600.00	168,527.06	61,072.94	26.60%
Personal Bond Office	70,100.00	70,100.00	86,898.85	(16,798.85)	-23.96%
County Attorney	45,300.00	45,300.00	28,779.75	16,520.25	36.47%
Other	523,200.00	523,200.00	442,413.31	80,786.69	15.44%
Total Fees of Office	\$13,532,700.00	\$13,532,700.00	\$11,972,725.29	\$1,559,974.71	11.53%
Fines and Forfeitures:					
County Clerk	\$ 566,440.00	\$ 566,440.00	\$ 331,625.93	\$ 234,814.07	41.45%
District Clerk	460,300.00	460,300.00	279,283.25	181,016.75	39.33%
Justice of the Peace	2,500.00	2,500.00	2,376.00	124.00	4.96%
Justice of the Peace Pct. 1	61,900.00	61,900.00	81,041.30	(19,141.30)	-30.92%
Justice of the Peace Pct. 2	57,900.00	57,900.00	93,852.90	(35,952.90)	-62.09%
Justice of the Peace Pct. 3	988,100.00	988,100.00	728,002.79	260,097.21	26.32%
Justice of the Peace Pct. 4	570,000.00	570,000.00	243,004.55	326,995.45	57.37%
Total Fines and Forfeitures	\$2,707,140.00	\$2,707,140.00	\$1,759,186.72	\$947,953.28	35.02%

**WILLIAMSON COUNTY
FINANCIAL REPORT : GENERAL FUND
AS OF JUNE 30, 2019
(unaudited)**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Revenue</u>	<u>Uncollected Revenue</u>	<u>% Remaining to Collect</u>
Charges for Services:					
Emergency Medical Services	\$ 9,040,000.00	\$ 9,040,000.00	\$ 6,506,000.52	\$ 2,533,999.48	28.03%
County Sheriff	0.00	0.00	77,514.00	(77,514.00)	0.00%
Constables	0.00	0.00	8,702.00	(8,702.00)	0.00%
Parks	502,050.00	502,050.00	345,487.65	156,562.35	31.18%
Other	3,503,700.00	3,503,700.00	2,745,626.63	758,073.37	21.64%
Total Charges for Services	\$13,045,750.00	\$13,045,750.00	\$9,683,330.80	\$3,362,419.20	25.77%
Intergovernmental:					
In Lieu of Taxes	\$ 70,000.00	\$ 70,000.00	\$ 74,232.22	\$ (4,232.22)	-6.05%
Prisoner Payments	60,000.00	60,000.00	62,887.21	(2,887.21)	-4.81%
Other	2,739,315.00	2,859,492.55	2,329,994.32	529,498.23	18.52%
Total Intergovernmental	\$2,869,315.00	\$2,989,492.55	\$2,467,113.75	\$522,378.80	17.47%
Investment Income and Other:					
Investment Income	\$ 3,075,000.00	\$ 3,075,000.00	\$ 4,363,686.79	\$ (1,288,686.79)	-41.91%
Other	313,250.00	402,576.44	567,606.74	(165,030.30)	-40.99%
Proceeds fr Sale of Surplus Property	175,000.00	175,000.00	181,693.89	(6,693.89)	-3.83%
Transfers In	399,900.00	399,900.00	190,000.00	209,900.00	52.49%
Total Investment Income/Other	\$3,963,150.00	\$4,052,476.44	\$5,302,987.42	(\$1,250,510.98)	-30.86%
Total Revenues	\$198,315,666.00	\$198,525,169.99	\$191,550,398.19	\$6,974,771.80	3.51%

WILLIAMSON COUNTY
FINANCIAL REPORT : GENERAL FUND
AS OF JUNE 30, 2019
(unaudited)

TWO YEAR COMPARISON % REMAINING

Expenditures	Original Budget	Current Budget	YTD Exp + Encumbrances	Unencumb Balance	% Remaining	2018 Final	2018 %	2017 Final	2017 %
						Budget	Remaining	Budget	Remaining
General Government:									
County Judge	\$ 536,395.67	\$ 477,441.04	\$ 302,857.89	\$ 174,583.15	36.57%	\$ 963,023.96	4.88%	\$ 929,516.68	4.88%
Commissioners Court	647,851.57	660,146.24	396,687.35	263,458.89	39.91%	0.00	0.00%	0.00	0.00%
Commissioner, Pct. 1	297,449.61	297,449.61	206,922.12	90,527.49	30.43%	285,599.33	1.41%	289,083.79	5.71%
Commissioner, Pct. 2	321,093.60	321,136.76	223,363.46	97,773.30	30.45%	309,766.20	2.61%	301,330.72	5.16%
Commissioner, Pct. 3	310,448.25	313,260.27	223,436.66	89,823.61	28.67%	313,401.46	3.79%	307,002.27	4.18%
Commissioner, Pct. 4	308,476.90	309,817.98	196,857.68	112,960.30	36.46%	293,967.02	3.53%	288,477.38	7.14%
County Clerk	835,221.55	811,842.68	517,514.23	294,328.45	36.25%	792,081.33	12.58%	779,422.26	11.55%
Non-Departmental	26,776,579.39	48,565,375.64	10,702,343.46	37,863,032.18	77.96%	35,436,376.15	54.60%	24,404,856.25	51.64%
County Auditor	2,819,419.68	2,821,765.96	1,928,175.31	893,590.65	31.67%	2,696,409.33	3.44%	2,655,966.13	4.48%
County Treasurer	550,205.66	550,205.66	364,636.61	185,569.05	33.73%	545,817.70	10.32%	616,902.65	20.64%
Budget Office	365,949.47	374,089.53	262,137.12	111,952.41	29.93%	369,772.62	2.96%	247,721.17	1.77%
Tax Assessor/Collector	4,081,296.45	4,081,296.45	2,802,209.06	1,279,087.39	31.34%	4,002,658.15	7.20%	3,899,657.60	8.91%
Infrastructure Department	395,710.51	353,643.05	236,063.65	117,579.40	33.25%	331,476.35	4.48%	349,109.36	1.66%
Office Buildings	9,609,526.07	9,582,046.48	6,427,979.27	3,154,067.21	32.92%	8,394,190.79	3.37%	7,348,026.74	2.35%
Information Technology Services	11,335,675.43	11,338,519.53	7,921,208.11	3,417,311.42	30.14%	9,554,427.57	8.63%	9,091,754.53	11.17%
Human Resources	1,173,241.01	1,177,715.28	710,374.15	467,341.13	39.68%	1,166,123.10	5.89%	1,020,604.73	4.29%
General Elections	6,447,416.53	6,450,935.74	5,663,807.68	787,128.06	12.20%	1,950,220.37	11.10%	1,928,573.50	28.45%
Purchasing	922,175.56	926,612.43	644,056.76	282,555.67	30.49%	842,699.08	4.74%	762,759.41	8.30%
Total General Government	67,734,132.91	89,413,300.33	39,730,630.57	\$49,682,669.76	55.57%	68,248,010.51	31.39%	55,220,765.17	27.62%
Public Safety:									
Constable, Pct. 1	\$ 1,312,185.26	\$ 1,313,293.36	\$ 901,913.51	\$ 411,379.85	31.32%	\$ 1,567,235.79	1.45%	1,231,223.06	5.28%
Constable, Pct. 2	1,633,841.98	1,635,233.77	1,226,827.41	408,406.36	24.98%	1,272,198.17	4.63%	1,388,430.66	6.84%
Constable, Pct. 3	1,855,227.69	1,861,048.77	1,384,825.53	476,223.24	25.59%	1,633,405.63	14.19%	1,545,800.89	9.66%
Constable, Pct. 4	1,538,686.65	1,538,937.30	1,061,229.03	477,708.27	31.04%	1,505,273.04	2.84%	1,497,465.85	4.80%
County Sheriff	27,559,346.42	27,548,012.06	20,340,711.61	7,207,300.45	26.16%	24,558,474.58	0.42%	24,349,487.47	1.33%
Department of Public Safety	180,726.19	180,726.19	149,142.75	31,583.44	17.48%	129,966.40	1.47%	119,660.78	0.37%
Jail and Law Enforcement	26,043,107.92	26,109,988.81	18,055,021.94	8,054,966.87	30.85%	24,076,799.80	3.53%	23,926,562.52	6.90%
Juvenile Services	11,819,403.87	11,888,728.40	7,821,366.14	4,067,362.26	34.21%	11,789,125.34	9.09%	11,008,918.12	9.86%
Adult Probation	272,965.00	272,965.00	265,772.07	7,192.93	2.64%	271,265.00	1.12%	248,565.00	4.20%
Emergency Services Department	887,579.05	590,588.96	261,759.56	328,829.40	55.68%	635,927.61	44.88%	653,312.81	46.25%
Emergency Medical Services	18,513,061.56	18,726,900.45	14,023,690.35	4,703,210.10	25.11%	17,976,788.58	1.15%	16,689,853.31	1.03%
Emergency management	614,783.52	624,223.81	454,767.41	169,456.40	27.15%	532,616.58	8.02%	729,658.50	11.47%
Haz-mat	777,629.13	803,396.34	553,425.61	249,970.73	31.11%	867,327.90	19.77%	439,580.69	4.20%
911 Communications	7,336,077.27	7,401,229.20	4,422,917.69	2,978,311.51	40.24%	6,833,038.47	13.98%	6,096,305.21	8.23%
Mobile Outreach Team	761,261.56	826,616.33	592,675.45	233,940.88	28.30%	748,058.60	13.40%	878,743.74	8.16%
Wireless Communication	536,395.56	544,992.48	314,577.08	230,415.40	42.28%	849,543.81	11.54%	442,293.46	25.35%
Total Public Safety	101,642,278.63	101,866,881.23	71,830,623.14	\$30,036,258.09	29.49%	95,247,045.30	4.46%	91,245,862.07	5.19%

WILLIAMSON COUNTY
FINANCIAL REPORT : GENERAL FUND
AS OF JUNE 30, 2019
(unaudited)

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Exp + Encumbrances</u>	<u>Unencumb Balance</u>	<u>% Remaining</u>
Judicial:					
County Courts-at-Law	\$ 1,549,900.00	\$ 1,549,900.00	\$ 1,335,726.16	\$ 214,173.84	13.82%
County Court-at-Law 1	557,924.10	563,575.73	393,089.72	170,486.01	30.25%
County Court-at-Law 2	501,430.80	501,433.87	346,857.24	154,576.63	30.83%
County Court-at-Law 3	515,441.48	521,093.11	358,156.77	162,936.34	31.27%
County Court-at-Law 4	628,444.99	628,444.99	416,384.27	212,060.72	33.74%
District courts	2,830,748.09	2,830,748.09	2,361,520.41	469,227.68	16.58%
Magistrate Office	918,538.30	919,726.99	633,740.92	285,986.07	31.09%
26th Judicial Court	285,834.09	285,834.09	198,897.08	86,937.01	30.42%
277th Judicial Court	305,622.29	305,622.29	206,397.30	99,224.99	32.47%
368th Judicial Court	289,544.11	289,544.11	201,165.12	88,378.99	30.52%
395th Judicial Court	301,852.58	301,852.58	209,962.67	91,889.91	30.44%
425th Judicial Court	296,400.89	296,400.89	204,801.05	91,599.84	30.90%
District Attorney	4,704,709.90	4,810,719.73	3,267,013.25	1,543,706.48	32.09%
District Clerk	2,250,597.79	2,250,597.79	1,492,396.63	758,201.16	33.69%
Justice Court, Pct. 1	1,094,695.50	1,094,695.50	576,498.58	518,196.92	47.34%
Justice Court, Pct. 2	1,117,754.54	1,117,795.54	698,484.19	419,311.35	37.51%
Justice Court, Pct. 3	1,458,322.52	1,458,322.52	987,970.55	470,351.97	32.25%
Justice Court, Pct. 4	1,319,668.17	1,319,668.17	797,516.07	522,152.10	39.57%
County Attorney	5,447,688.57	5,527,004.73	3,805,071.73	1,721,933.00	31.15%
County Clerk	1,228,086.85	1,251,465.72	878,792.93	372,672.79	29.78%
Personal Bond office	176,561.10	175,372.41	117,550.36	57,822.05	32.97%
Total Judicial	27,779,766.66	27,999,818.85	19,487,993.00	\$8,511,825.85	30.40%
Community Services:					
Veterans Service	\$ 424,168.32	\$ 431,883.16	\$ 276,092.70	\$ 155,790.46	36.07%
Health Department	8,328,824.00	8,329,931.00	5,601,347.43	2,728,583.57	32.76%
Museum	0.00	0.00	0.00	0.00	0.00%
WC Historical Commission	1,585.00	1,585.00	1,064.41	520.59	32.84%
Animal Health Services	951,868.66	951,868.66	400,745.69	551,122.97	57.90%
Agricultural Extension Service	360,857.86	362,469.74	243,803.52	118,666.22	32.74%
Parks Department	2,961,788.83	2,977,317.29	2,089,419.14	887,898.15	29.82%
Public Welfare	1,591,245.90	1,591,245.90	1,103,054.17	488,191.73	30.68%
Child Welfare	102,450.00	102,450.00	35,317.41	67,132.59	65.53%
On site sewer facilities	879,362.67	886,768.10	635,332.07	251,436.03	28.35%
Total Community Services	\$15,602,151.24	\$15,635,518.85	\$10,386,176.54	\$5,249,342.31	33.57%
Total Expenditures	\$212,758,329.44	\$234,915,519.26	\$141,435,423.25	\$93,480,096.01	39.79%

TWO YEAR COMPARSION % REMAINING

	<u>2018 Final Budget</u>	<u>2018 % Remaining</u>	<u>2017 Final Budget</u>	<u>2017 % Remaining</u>
	\$ 1,500,764.75	10.39%	1,493,609.64	0.00%
	523,005.79	3.46%	509,537.74	2.58%
	488,806.76	2.01%	516,290.10	8.67%
	497,851.42	0.96%	485,839.46	2.29%
	613,268.66	3.03%	590,733.34	4.97%
	2,565,394.03	0.11%	2,414,760.57	3.86%
	849,873.57	15.98%	809,880.34	14.31%
	275,461.83	2.18%	269,708.67	3.41%
	295,915.92	3.26%	277,712.75	0.47%
	279,654.51	1.85%	270,765.34	3.91%
	287,231.17	2.34%	275,220.79	1.38%
	283,243.84	25.94%	271,937.86	8.62%
	4,198,213.22	2.12%	3,668,534.44	5.35%
	2,141,612.06	6.28%	1,877,158.28	6.37%
	1,030,113.87	8.64%	1,006,271.88	5.68%
	1,092,085.43	13.06%	1,086,289.41	13.65%
	1,407,286.77	3.88%	1,311,223.20	9.37%
	1,306,425.33	0.00%	1,179,079.22	0.54%
	5,346,495.66	4.26%	5,033,083.05	3.87%
	1,213,568.18	3.26%	1,188,576.62	7.71%
	178,947.55	19.25%	182,440.58	11.97%
	26,375,220.32	4.77%	24,718,653.28	5.32%
	\$ 378,467.63	3.10%	\$ 369,561.38	8.24%
	7,955,155.45	21.46%	9,547,378.91	0.24%
	0.00	0.00%	225,834.00	0.00%
	1,685.00	6.63%	1,600.00	0.00%
	758,909.92	7.73%	746,163.54	20.39%
	321,015.75	13.67%	355,480.48	8.87%
	2,868,640.38	3.35%	2,490,665.57	4.60%
	1,395,993.30	0.00%	784,961.00	0.00%
	104,950.00	6.38%	103,700.00	11.74%
	945,899.80	29.67%	0.00	0.00%
	14,730,717.23	14.97%	14,625,344.88	2.49%
	\$204,600,993.36	14.24%	\$185,810,625.40	11.66%

WILLIAMSON COUNTY
FINANCIAL REPORT : SPECIAL ROAD AND BRIDGE FUND
AS OF JUNE 30, 2019
(unaudited)

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Revenue</u>	<u>Uncollected Revenue</u>	<u>% Remaining to Collect</u>
Revenues					
Current Ad Valorem Taxes	\$ 25,137,231.00	\$ 25,137,231.00	\$ 25,021,030.71	\$ 116,200.29	0.46%
Delinquent Ad Valorem Taxes	109,000.00	109,000.00	113,891.70	(4,891.70)	-4.49%
Intergovernmental	322,200.00	322,200.00	248,609.13	73,590.87	22.84%
Motor Vehicle Registration	4,910,000.00	4,910,000.00	3,920,110.00	989,890.00	20.16%
Investment Income	450,000.00	450,000.00	546,811.95	(96,811.95)	-21.51%
Proceeds from Surplus Property	150,000.00	150,000.00	159,627.04	(9,627.04)	-6.42%
Other	745,000.00	745,000.00	1,282,428.15	(537,428.15)	-72.14%
Transfers In	4,146.00	4,146.00	4,145.15	0.85	0.02%
Total Revenues	\$31,827,577.00	\$31,827,577.00	\$31,296,653.83	\$530,923.17	1.67%

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Exp + Encumbrances</u>	<u>Unencumb Balance</u>	<u>% Remaining</u>
Expenditures					
Transportation Support:					
Salaries	\$ 7,067,396.75	\$ 7,067,396.75	\$ 4,584,878.57	\$ 2,482,518.18	35.13%
Employee Benefits	3,078,202.94	3,089,702.94	2,147,688.63	942,014.31	30.49%
Operations/Maintenance	17,721,112.15	16,625,273.78	13,601,656.21	3,023,617.57	18.19%
Total Transportation Support	\$27,866,711.84	\$26,782,373.47	\$20,334,223.41	\$6,448,150.06	24.08%
Capital Outlay	\$2,810,632.00	\$2,460,970.37	\$2,369,064.18	\$91,906.19	3.73%
Other Financing Sources					
Transfers Out	\$10,135,000.00	\$11,569,000.00	\$5,044,191.65	\$6,524,808.35	56.40%
Total Expenditures	\$40,812,343.84	\$40,812,343.84	\$27,747,479.24	\$13,064,864.60	32.01%

TWO YEAR COMPARISON % REMAINING			
<u>2018 Final Budget</u>	<u>2018 % Remaining</u>	<u>2017 Final Budget</u>	<u>2017 % Remaining</u>
\$ 6,648,581.96	7.28%	\$ 6,430,235.20	5.98%
2,869,315.72	5.04%	2,721,325.85	5.88%
17,641,188.51	17.14%	15,806,466.29	20.25%
\$27,159,086.19	13.41%	24,958,027.34	15.01%
\$2,590,950.37	2.37%	2,047,813.41	2.16%
\$4,671,114.43	10.33%	2,500,000.00	10.55%
\$34,421,150.99	12.19%	\$29,505,840.75	13.74%

WILLIAMSON COUNTY
FINANCIAL REPORT : DEBT SERVICE FUND
AS OF JUNE 30, 2019
(unaudited)

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Revenue</u>	<u>Uncollected Revenue</u>	<u>% Remaining to Collect</u>
Revenues					
Current Ad Valorem Taxes	\$ 106,349,312.00	\$106,349,312.00	\$105,540,604.47	\$ 808,707.53	0.76%
Delinquent Ad Valorem Taxes	175,000.00	175,000.00	187,970.74	(12,970.74)	-7.41%
Investment Income and Other	575,000.00	575,000.00	764,272.46	(189,272.46)	-32.92%
Pymts from Other Entities	113,253.00	113,253.00	116,507.94	(3,254.94)	-2.87%
Proceeds/Premium fm Bond Issuance	0.00	0.00	0.00	0.00	0.00%
Transfer In	3,852,180.00	3,852,180.00	0.00	3,852,180.00	100.00%
Total Revenues	\$111,064,745.00	\$111,064,745.00	\$106,609,355.61	\$4,455,389.39	4.01%

	<u>Original Budget</u>	<u>Current Budget</u>	<u>YTD Exp + Encumbrances</u>	<u>Unencumb Balance</u>	<u>% Remaining</u>
Expenditures					
Principal	\$ 51,985,000.00	\$ 51,985,000.00	\$ 51,985,000.00	\$ -	0.00%
Interest	33,766,745.00	33,766,745.00	17,362,016.74	16,404,728.26	48.58%
Other	313,000.00	313,000.00	206,819.46	106,180.54	33.92%
Pymts to Refunding Escrow Agent	0.00	0.00	0.00	0.00	0.00%
Debt Defeasance	25,000,000.00	25,000,000.00	0.00	25,000,000.00	100.00%
Total Expenditures	\$111,064,745.00	\$111,064,745.00	\$69,553,836.20	\$41,510,908.80	37.38%

TWO YEAR COMPARSION % REMAINING			
<u>2018 Final Budget</u>	<u>2018 % Remaining</u>	<u>2017 Final Budget</u>	<u>2017 % Remaining</u>
\$ 48,265,000.00	0.00%	\$ 46,550,000.00	0.00%
35,733,056.07	0.00%	35,498,314.77	1.00%
276,876.00	0.97%	727,878.33	0.00%
19,971,097.61	0.00%	60,823,844.28	0.00%
4,884.06	100.00%	126,168.20	100.00%
\$ 104,250,913.74	0.01%	\$ 143,726,205.58	0.00%

Commissioners Court - Regular Session

12.

Meeting Date: 07/30/2019

ITS Assets for Auction 7.30.19

Submitted For: Randy Barker

Submitted By: Randy Barker, 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 nine (9) Panasonic toughbooks, one (1) Dell laptop, and eight (8) Dell desktop computers, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ITS Assets for Auction 7.30.19

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 07/25/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

07/25/2019 10:43 AM
07/25/2019 11:51 AM
Started On: 07/25/2019 10:33 AM

Williamson County

Asset Status Change Form

Print Form

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

<input type="radio"/> TRANSFER bet ween county departments <input type="radio"/> SALE at the earliest auction * <input type="radio"/> TRADE-IN for new assets of similar type for the county	<input type="radio"/> DONATION to a non-county entity <input type="radio"/> DESTRUCTION due to Public Health / Safety <input checked="" type="radio"/> 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)
	See attached			<input type="checkbox"/>
				<input type="checkbox"/>
		JUL 11 2019		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): 0554 - Constable 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Brian Olson	Brian Olson
Print Name	Print Name
<u>7-11-19</u>	5123524181
Signature	Date Phone Number

Contact Person:

TO (Transferee Department/Auction/Trade-in/Donee): Sale to government entity within Williamson County

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

Thrall & Granger

Print Name	Print Name
Signature	Date Phone Number

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

Forward to County Auditor's Office

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

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

ASSET STATUS CHANGE LIST – CONSTABLE PCT 4

June 24, 2019

QTY	DESCRIPTION	SERIAL #	RCI COUNTY TAG #	CONDITION	Asset#
1	Panasonic Toughbook CF 31	4KTYA44459	3928 ✓	Working	121311
1	Panasonic Toughbook CF 31	8HTTA42001	5297 4DTYA03151	Working	86187
1	Panasonic Toughbook CF 31	4KTYA44866	1194 ✓	Working	121312
1	Panasonic Toughbook CF 31	4DTYA 03137	4216 ✓	Working	86184
1	Panasonic Toughbook CF 31	4DTYA03011	7230 ✗	Working	86185
1	Panasonic Toughbook CF 31	1HTSA06889	5285 ✗	Working	57107
1	Panasonic Toughbook CF 31	2FTSA73103	5290 ✗	Working	64222
1	Panasonic Toughbook CF 31	4DTYA02956	5148 ✓	Working	86186
1	Panasonic Toughbook CF 31	3CTYB32461	7043 ✗	Working	71043

Asset Status Change



Title:	i:0#.f membership sloyd@wilco.org - 19-07-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Latitude E6540
1. Manufacturer ID #:	1VYRM12
1. Oracle Asset #:	114252
1. Condition of Assets:	Working
2. Quantity:	1
██████████	██████████
████████████████	██████████████████
██████████	██████
████████████████	██████████
██████████	█
██████████	████████████████
████████████████	████████████████
██████████	██████
████████████████	██████████
██████████	█
██████████	██████████████████████
████████████████	████████████████
████████████████	██████████
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	5129431116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Stephanie Lloyd 7/19/2019 2:12 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	No Change
Commissioner's Court Date:	7/30/2019
Asset(s) delivered to warehouse on:	7/23/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Stephanie Lloyd on 7/19/2019 2:13 PM Comment: IPlease review the form ID Number 93 for approval.

Asset Status Change

Approved by Kelsey Rollins on 7/19/2019 2:58 PM
Comment:

Approved by Randy Barker on 7/24/2019 11:30 AM
Comment:

Asset Status Change

Title:	i:0#.f membership becky.pruitt@wilco.org - 22-07-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Optiplex 7010 Hard drive removed
1. Manufacturer ID #:	7FS2p22
1. Oracle Asset #:	115277 on status change form last week
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Dell Optiplex 7010 Hard drive removed
2. Manufacturer ID #:	7FT1P22
2. Oracle Asset #:	115280
2. Condition of Assets:	Working
Transferor Department:	County Clerk
Transferor Contact Person:	Rebecca Pruitt
Transferor Contact Phone Number:	512-943-1549
Transferor Comments:	Systems work, hard drives removed
Transferor - Elected Official/Department Head/Authorized Staff Signature:	 Nancy Rister 7/22/2019 11:49 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Commissioner's Court Date:	8/6/2019
Asset(s) delivered to warehouse on:	7/23/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	<p>Asset Status Change Review (Non-Transfer) started by Rebecca Pruitt on 7/22/2019 11:50 AM Comment: IPlease review the form ID Number 96 for approval.</p> <p>Approved by Kelsey Rollins on 7/22/2019 12:06 PM Comment:</p> <p>Approved by Johnny Grimaldo on 7/25/2019 8:47 AM Comment:</p>

~~Print~~ Input on Electronic Form - 7-17-19

Williamson County

Asset Status Change Form

Print Form

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

<input type="radio"/> TRANSFER bet ween county departments <input checked="" type="radio"/> SALE at the earliest auction * <input type="radio"/> TRADE-IN for new assets of similar type for the county	<input type="radio"/> DONATION to a non-county entity <input type="radio"/> DESTRUCTION due to Public Health / Safety <input type="radio"/> 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)
5	Dell Optiplex 7010	<i>Asset #s</i> 115281, 115279, 115212, 115217, 11233 7FS0P22, 7FT0P22, 7FR1P22, 7FS2P22, JV66CY1	223	Working HD removed
1	Dell Optiplex 7010	<i>11233</i> JV65CY1		Working HD removed
				Working HD removed

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/Authorized Staff:

Nancy E. Rister
 Print Name
Nancy E Rister
 Signature

Contact Person:

Terri Countess
 Print Name
 +1 (512) 943-1976
 Date Phone Number

Take out hard drives for destruction by our office

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

Contact Person:

Print Name
 Date Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

13.

Meeting Date: 07/30/2019

VE Assets for Auction 7.30.19

Submitted For: Randy Barker

Submitted By: Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) EZ-Go golf cart (donation to Animal Shelter), pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[VE Asset for Auction 7.30.19](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 07/25/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

07/25/2019 10:44 AM
07/25/2019 11:55 AM
Started On: 07/25/2019 10:37 AM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	545- Animal Services
County VIN/Serial Number	1162328
Equipment/Door Number	KE9901
License Plate	N/A
Year	1999
Make	EZ-Go
Model	Freedom SE
Comments (mileage, mechanical issues, other info)	This is a golf cart that was donated to the shelter and we do not use. Want it to go to auction and the funds designated to the donation fund. Unit needs batteries replaced and the tires are flat
Elected Official/Department Head/Authorized Staff Digital Signature	 Cheryl Schneider 6/17/2019 3:28 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	Donated vehicle that the department does not utilize. Unit will not be replaced.
Authorized Fleet Staff Digital Signature	 Kevin Teller 7/16/2019 10:49 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 7/23/2019 11:25 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	 Hillary McCoy 7/23/2019 11:49 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Randy Barker 7/24/2019 11:45 AM

Human Resources

Commissioners Court - Regular Session

14.

Meeting Date: 07/30/2019

Compensation Items

Submitted By: Sharon Graham, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Merit Report](#)

[Merit LIT](#)

[Merit Budget](#)

[Position Changes](#)

Form Review

Inbox

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Sharon Graham
Final Approval Date: 07/25/2019

Reviewed By

Tammy Fennell
Andrea Schiele

Date

07/25/2019 08:56 AM
07/25/2019 09:08 AM
Started On: 07/25/2019 08:35 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	14859	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	9-Aug-19
Juvenile Services	Juv Supervision Offcr I.1135.001100.	13425	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	9-Aug-19
Juvenile Services	Juv Supervision Offcr I.1115.001100.	14743	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	9-Aug-19
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13586	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	9-Aug-19
Juvenile Services	Juv Supervision Offcr I.1121.001100.	14753	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	23-Aug-19
Juvenile Services	Juv Supervision Offcr I.1105.001100.	14850	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	9-Aug-19
Juvenile Services	Juv Supervision Offcr I.1075.001100.	14935	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	9-Aug-19
Juvenile Services	Juv Supervision Offcr I.1086.001100.	14798	\$35,817.60	\$716.35	2.00	\$36,533.95	MERIT	23-Aug-19
Juvenile Services	Juv Supervision Offcr I.1740.001100.	14363	\$35,817.50	\$716.35	2.00	\$36,533.85	MERIT	9-Aug-19

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	6,447.17	
01	0100	0576	001130		6,447.17

Organization	Position	Emp_ Num	Current Annual Sal	Annual Merit Amt	PCN	Budget Amount	Merit	Budget Adjustment Amount
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	14859	35817.6	\$ 716.35	1043	\$ 38,766.45	\$ 716.35	\$ 39,482.80
Juvenile Services	Juv Supervision Offcr I.1135.001100.	13425	35817.6	\$ 716.35	1135	\$ 38,009.54	\$ 716.35	\$ 38,725.89
Juvenile Services	Juv Supervision Offcr I.1115.001100.	14743	35817.6	\$ 716.35	1115	\$ 36,175.82	\$ 716.35	\$ 36,892.17
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13586	35817.6	\$ 716.35	1128	\$ 36,533.95	\$ 716.35	\$ 37,250.30
Juvenile Services	Juv Supervision Offcr I.1121.001100.	14753	35817.6	\$ 716.35	1121	\$ 36,533.95	\$ 716.35	\$ 37,250.30
Juvenile Services	Juv Supervision Offcr I.1105.001100.	14850	35817.6	\$ 716.35	1105	\$ 74,661.69	\$ 716.35	\$ 75,378.04
Juvenile Services	Juv Supervision Offcr I.1075.001100.	14935	35817.6	\$ 716.35	1075	\$ 39,556.82	\$ 716.35	\$ 40,273.17
Juvenile Services	Juv Supervision Offcr I.1086.001100.	14798	35817.6	\$ 716.35	1086	\$ 35,817.60	\$ 716.35	\$ 36,533.95
Juvenile Services	Juv Supervision Offcr I.1740.001100.	14363	35817.496	\$ 716.35	1740	\$ 37,278.87	\$ 716.35	\$ 37,995.22

\$ 6,447.17

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	Change notes	Earliest Oracle Effective Date
911 Communications	0152	15012	\$35,841.79	\$37,651.16	\$ 39,554.25	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Career Ladder Progression	8/9/2019
911 Communications	0143	15009	\$35,841.79	\$37,651.16	\$ 38,778.48	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Career Ladder Progression	8/9/2019
911 Communications	0141	15013	\$35,841.79	\$37,651.16	\$ 39,554.25	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Career Ladder Progression	8/9/2019
911 Communications	1676	15015	\$35,841.79	\$37,651.16	\$ 39,554.05	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Career Ladder Progression	8/9/2019

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

15.

Meeting Date: 07/30/2019

TCSA Sole Source 1905-322 Award

Submitted For: Randy Barker

Submitted By: Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Texas Community Supervision Alternatives (TCSA), LLC from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for the Williamson County Attorney's Office Pre-Trial Intervention Program and authorize execution of the agreement.

Background

Approval of the supervision services for the pre-trial intervention program will support the operations of the Williamson County Attorney's Office. Texas Community Supervision Alternatives (TCSA), LLC is the sole supplier of private industry operated monitoring services of pre-trial defendants in the State of Texas. The sole source posting was in BidSync for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. The contract with TCSA is for a period of one year with two optional one year renewals. The contract attached includes the services provided by TCSA. This service is **no cost** to Williamson County as the program fees are collected when a person is signed into the program. The County is later invoiced for those fees on a monthly basis. Invoices are coded to 0364.0475.004100. Department contact is County Attorney Dee Hobbs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Contract](#)

[Sole Source Justification](#)

[Recommendation](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 07/24/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

07/24/2019 03:29 PM
07/24/2019 03:34 PM
Started On: 07/23/2019 10:18 AM

**SERVICE OPERATIONS AGREEMENT FOR SUPERVISION SERVICES FOR THE WILLIAMSON
COUNTY ATTORNEY'S OFFICE PRE-TRIAL INTERVENTION PROGRAM**

This Operations Agreement (the "Agreement") is made and entered into by and between the Williamson County Attorney's Office, acting by and through Williamson County, Texas, a political subdivision of the State of Texas ("DEPARTMENT") and Texas Community Supervision Alternatives, LLC ("VENDOR"), located at 503 South Main Street, Georgetown, Texas 78626.

In consideration of the forgoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR AND TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the services provided for herein.

Term. This Agreement is effective as of the last date of execution herein below and shall continue until September 30, 2020, unless it is terminated earlier pursuant to the provisions hereof (the "initial term"). Following the initial term, this Agreement shall automatically renew for up to two (2) additional one (1) year terms unless terminated earlier pursuant to the provision hereof.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make payments to VENDOR for the delivery of services at a rate of \$360.00 per six (6) month Pre-Trial Intervention Program participant and \$500.00 per nine (9) month or twelve (12) month Pre-Trial Intervention Program participant. Fees will be paid for each PTIP participant who signs a PTIP Agreement and are directed to attend a monitoring orientation to begin VENDOR'S monitoring program. VENDOR will retain fees for PTIP participants whose PTIP agreements are revoked for non-compliance before the estimated completion dates of the PTIP agreements. VENDOR agrees to the rates for services listed above.

VENDOR will also provide other supportive services with fees for these services being collected directly from PTIP participants. The DEPARTMENT is not responsible for fees related to these services. Other supportive services include the following:

- a. Random urinalysis drug testing.
- b. Cognitive and rehabilitative education courses and programs.

- c. Licensed substance abuse and recovery services programs.
 - d. Pre-Trial Intervention screening assessments which include, but are not limited to, the Ohio Risk Assessment Screen, Substance Abuse Assessment, Domestic Violence Inventory, and the Driver's Risk Inventory (DRI).
- 1.2 Services. VENDOR shall, in accordance with the terms of this Agreement and the "TCSA Proposal for PTIP Monitoring" (Exhibit "A"), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except those provided by DEPARTMENT as specified in writing in this Agreement) and do all things necessary for, or incidental to, the provisions of the services listed as follows:
- a. Pre-Trial Intervention Program monitoring
 - b. Random urinalysis testing
 - c. Diversion Opportunity Class facilitation

Services will be conducted as described in the document titled "TCSA Proposal for PTIP Monitoring," dated March 22, 2019, and attached hereto as Exhibit "A."

- 1.3 Performance Measures. VENDOR shall comply with the performance measures included in this Agreement to assist PTIP participants in changing their behavior and become productive, contributing members of society by leading a life free of crime. Performance measures, along with applicable adjustments, are as follows:
- a. Maintain and provide to DEPARTMENT a PTIP participant roster which documents the start date, completion date, and reason for termination (if applicable).
 - b. DEPARTMENT can negotiate with VENDOR during the term of this Agreement to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.
- 1.4 Referrals. DEPARTMENT retains control over PTIP participants referred to VENDOR for the provision of services. If a PTIP participant is determined to be in need of additional or different services, the PTIP participant shall be referred back to DEPARTMENT for further action. The process by which this action will occur is addressed in the "Operations Plan."
- 1.5 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to DEPARTMENT.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

- 2.1 Legal Status. VENDOR is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; or, is a limited liability company duly formed and validly existing under the laws of the jurisdiction in which it is formed and in good standing therein. VENDOR is duly qualified to conduct business in the State of Texas. VENDOR has legal power and authority to own or lease its properties and conduct its business as presently conducted.
- 2.2 Authorization. The making and performance of this Agreement have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. This Agreement has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding agreement enforceable against VENDOR in accordance with its terms.
- 2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount, applicability, or validity is currently being contested in good faith by appropriate proceedings.
- 2.4 No Child Support Owing. In accordance with 231.006 Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006 Texas Family Code, VENDOR certifies that it is not ineligible to receive the payments and acknowledges that this Agreement may be terminated and payments may be withheld if this certification is inaccurate.
- 2.5 Use of Payments. No part of the payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT.
- 2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or PTIP participant on account of race,

color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probably causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

- 2.7 Non-Collusion. VENDOR warrants that no person, other than a bona fide employee, has been employed to solicit or secure this Agreement with DEPARTMENT, and VENDOR has not paid or agreed to pay any person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this Agreement without liability, or at its discretion to deduct from payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each PTIP participant while receiving services.
- 3.2 Staff Training. VENDOR shall ensure that all staff providing direct services receive continuing education and training as needed or required and that such education and training is documented.
- 3.3 Duties and Obligations. VENDOR shall provide the services in compliance with applicable federal and state law, including all constitutional, legal, and court-ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.
- 3.4 Visitation by State Employees. VENDOR shall at all times allow employees or agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of services and contract compliance of VENDOR.
- 3.5 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.6 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer PTIP participants to and from the facility or program and, as appropriate, may specify services for any such PTIP participants during the term of this Agreement.

- 3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the PTIP participant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a PTIP participant's record and shall obtain written acknowledgment of same from DEPARTMENT'S authorized representative.
- 3.8 Termination at Will. Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this Agreement pursuant to this section shall be the payment to VENDOR of payments earned up to the date of termination. VENDOR's only obligation for terminating this Agreement pursuant to this section shall be to provide services until the date of termination. Neither VENDOR nor DEPARTMENT shall be entitled to any other compensation.
- 3.9 Termination for Cause. DEPARTMENT may terminate this Agreement with VENDOR for cause if there exist behavior or conduct on the part of VENDOR that constitute a violation of a standard of conduct as described in the "Standards of Conduct" listed below. Violation of any of these standards of conduct could lead to the immediate termination of this Agreement between DEPARTMENT and VENDOR. DEPARTMENT shall inform VENDOR of any alleged violation(s) of the standards within two (2) working days of learning of them. VENDOR can refute or challenge the allegations and shall provide written notice of this to the Director of DEPARTMENT within two (2) working days of receiving the notice. VENDOR not responding to the allegations within two (2) working days will be construed as waiving this meeting and will lead to the immediate termination of this Agreement. The decision concerning the termination of this Agreement lies with the Director of DEPARTMENT or his official designate. If VENDOR is alleged to have violated any of the standards of conduct they may agree to terminate this Agreement immediately by providing written notice of this to the DEPARTMENT Director.
- 3.9.1 Standards of Conduct. In addition to VENDOR'S general duty to provide services in a professional manner, the following acts by VENDOR or VENDOR'S service providers are specifically prohibited and shall constitute a violation of these rules:
- a. VENDOR or VENDOR'S service providers shall not provide services, interact with individuals receiving services, or perform any job duties while under the influence or impaired by the use of alcohol, or mood altering substances, including prescription medications not used in accordance with a physician's order.
 - b. VENDOR or VENDOR'S service providers shall not commit an illegal, unprofessional or unethical act (including acts constituting abuse, neglect, or exploitation).

- c. VENDOR or VENDOR'S service providers shall not assist or knowingly allow another person to commit an illegal, unprofessional, or unethical act.
- d. VENDOR or VENDOR'S service providers shall not falsify, alter, destroy or omit significant information from required reports and records or interfere with their preservation.
- e. VENDOR or VENDOR'S service providers shall not retaliate against anyone who reports a violation of these rules or cooperates during a review, inspection, investigation, hearing, or other related activity. The Service Provider shall also not retaliate against or make derogatory comments about DEPARTMENT or any of its employees during the pendency of an investigation.
- f. VENDOR or VENDOR'S service providers shall not interfere with Department reviews, inspections, investigations, hearings, or related activities. This includes taking action to discourage or prevent someone else from cooperating with the activity.
- g. VENDOR or VENDOR'S service providers shall not enter into a personal or business relationship of any type with a PTIP participant receiving services until at least two years after the last date a PTIP participant receives services from the Service Provider.
- h. VENDOR or VENDOR'S service providers shall not discourage, intimidate, harass, or retaliate against PTIP participants who try to exercise their rights or file a grievance.
- i. VENDOR or VENDOR'S service providers shall not restrict, discourage, or interfere with any communication with law enforcement, an attorney, or with an agency for the purposes of filing a grievance.
- j. VENDOR or VENDOR'S service providers shall not allow unqualified persons or entities to provide services.
- k. VENDOR or VENDOR'S service providers shall not be arrested for any criminal offense against the laws of the State of Texas or the United States.

3.10 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of services hereunder shall be retained by VENDOR for a period of five (5) years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begin after DEPARTMENT has made

the final payment in accordance with this Agreement. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.
- 4.2 Governing Board and Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any of this Agreement's provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 4.3 Conflict of Interest. VENDOR shall not refer PTIP participants for additional services without prior written approval of DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 4.4 Remunerations. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a PTIP participant for treatment or engage in fee-splitting with other professionals.
- 4.5 Audits. VENDOR agrees to furnish DEPARTMENT with such information as may be required relating to the services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

In addition to DEPARTMENT's audit rights, VENDOR agrees that the Williamson County Auditor 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 VENDOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. VENDOR further agrees that that the Williamson County Auditor or its duly authorized representatives shall have access during normal working hours to all necessary VENDOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Williamson County Auditor or its duly authorized representatives shall give VENDOR reasonable advance notice of intended audits.

- 4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT the following:
- a. If any person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305.
 - b. If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof.
 - c. Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide services hereunder.
- 4.7 Withhold Payments. DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate, or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by DEPARTMENT within thirty (30) days following the final date of the contact period, or at DEPARTMENT'S option, within thirty (30) days following DEPARTMENT'S delivery to VENDOR a notice that mounts paid are to be returned to DEPARTMENT.
- 4.8 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this Agreement in accordance with fund accounting principles.
- 4.9 Payments to VENDOR. VENDOR shall submit monthly invoices (in writing or electronically) as required herein (by the fifth day of each month). As a part of VENDOR's invoice, VENDOR will provide an itemized list of services performed during the invoice period, including the names of all PTIP participants served, the service provided, and the amount of time rendered with each. DEPARTMENT's payment for goods and services under this Agreement 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 DEPARTMENT 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 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 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.

In the event that an error appears in an invoice submitted by VENDOR, DEPARTMENT shall notify VENDOR of the error not later than the twenty first (21st) day after the date DEPARTMENT receives the invoice. If the error is resolved in favor of VENDOR, VENDOR shall be entitled to receive interest on the unpaid balance of the invoice submitted by VENDOR beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the DEPARTMENT, VENDOR shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE V DEFAULT AND TERMINATION

- 5.1 Default by VENDOR. Each of the following shall constitute an event of default on the part of VENDOR:
- a. A material failure to keep, observe, perform, or comply with any covenant, term or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof.
 - b. Admit in writing its inability to pay its debts;
 - c. Make a general assignment for the benefit of creditors;
 - d. Suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within (60) days of such decree or order;
 - e. Suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing;
 - f. Suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy;
 - g. The discovery by DEPARTMENT that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.

- 5.2 Remedy of DEPARTMENT. Upon the occurrence of an event of default by VENDOR, DEPARTMENT shall notify VENDOR of such event of default, and subject to the timing provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to,
- a. Suspend referral of PTIP participants;
 - b. Suspend payment;
 - c. Taking action to cure the event of default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such event of default; and
 - d. Termination and removal of VENDOR as provider of services. In the event of VENDOR'S removal due to an event of default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of services.
- 5.3 Default by DEPARTMENT. The following shall constitute an event of default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after payment is due any payment required to be paid pursuant to the terms of this Agreement, provided such failure to pay shall not constitute an event of default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this Agreement. Upon such termination, VENDOR shall be entitled to receive payment from DEPARTMENT for all services satisfactorily furnished hereunder up to and including the date of termination.
- 5.5 Agreement Subject to Availability of Funds. This Agreement will be subject to the availability of funds appropriated by the State Legislature and/or Williamson County, Texas. If such funds become reduced or unavailable, this Agreement shall be subject to immediate notification, reduction, or termination.

ARTICLE VI INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides:
- a. Coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the services performed by VENDOR;

- b. Coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and
- c. Coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s).

VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State, and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- a. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - i. Claims under worker's compensation disability benefits, and other similar employee benefit actions;
 - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - iii. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - iv. Claims for damages insured by usual personal liability coverage that are sustained by any person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by any other person;
 - v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - vi. Claims for damages based on violations of civil rights;
 - vii. Claims for damages arising from fire and lightning and other casualties;
- b. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

6.2 Indemnification.

- a. Indemnification - employee personal injury claims. To the fullest extent permitted by law, VENDOR shall indemnify, defend (with counsel of County's choosing), and hold harmless County, DEPARTMENT and their employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") and shall assume entire responsibility and liability (other than as a result of Indemnitees' gross negligence) for any claim or action based on or arising out of the personal injury, or

death, of any employee of VENDOR, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the project site or in connection with the performance of the work. VENDOR hereby indemnifies the Indemnitees even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence of the strict liability of any indemnified party. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, worker's compensation acts, disability benefits acts, or other employees benefit acts.

- b. Indemnification - other than employee personal injury claims. To the fullest extent permitted by law, VENDOR shall indemnify, defend (with counsel of County's choosing), and hold harmless County, DEPARTMENT and their employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or alleged to be resulting from the performance of this Agreement or the work described herein, to the extent caused by the negligence, acts, errors, or omissions of VENDOR or its subcontractors, anyone employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder.

ARTICLE VII INDEPENDENT CONTRACTOR

- 8.1 Status. VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party.
- 8.2 Tax Liability. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all federal income, F.I.C.A, and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR'S association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

- 8.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 8.2 Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.
- 8.4 Laws of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Williamson County, Texas.
- 8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 8.6 Entirety of Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
- 8.7 Amendment. No changes to this Agreement shall be made except upon writing agreement of both parties.
- 8.8 Headings. The headings used herein are for convenience or reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 8.9 Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall together constitute but one and the same instrument.
- 8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement including the Exhibits attached hereto and incorporated herein by reference to be executed as of the last date of execution below.

EXECUTED in Williamson County, Texas, by:

Williamson County, Texas

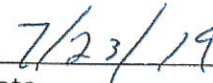
BILL GRAVELL
Williamson County Judge

Date

The Williamson County Attorney's Office ("DEPARTMENT")



DEE HOBBS
Williamson County Attorney




Date

Texas Community Supervision Alternatives, LLC ("VENDOR")



DEAN P. EDDY
Managing Partner, TC&A



Date



Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- This request form completed and signed
- A written quote from the supplier, listing the goods, services and pricing
- Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item needed.
- Notarized Sole Source affidavit completed by the supplier
- Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.

Requestor Name and County Office/Department: Dee Hobbs/Williamson County Attorney

Requestor Title and Phone Number: County Attorney
(512) 943-1116

Requested Single Sole Source Supplier:

Company Name: Texas Community Supervision Alternatives
Contact Name: Dean Eddy
Address: 503 S. Main
City, State, Zip: Georgetown, TX 78626
Phone Number: (888) 510-8272 ext 1
Email: deddy@txsupervision.org
Website: www.txsupervision.org

Is the recommended supplier the manufacturer? Yes? No?

Does the manufacturer sell the item(s) through distributors? Yes? No?

Description of the Product or Service: (If additional space is needed, include in a separate page)
Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.

See Attached

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed.*
Please be specific and do not use "ASAP": October 1, 2019 and continuing monthly thereafter

Estimated Cost: \$ 0.00-None to Williamson County

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- The required item or service is proprietary to the supplier
- The recommended supplier holds the patent on the requested item(s)
- The recommended supplier is the only supplier capable of performing the requested service
- A specific item is needed:**
 - To be compatible or interchangeable with existing hardware
 - As a spare or replacement hardware
 - For the repair or modification of existing hardware
 - For technical evaluation or testing

Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed? If so, please list and describe such attempts: _____
There is no other source for this service.

There is a substantial risk in selecting another product or service provider. If so, please describe: _____
There is no other source for this service.

It is not possible to obtain competitive bids for consideration. If so, why: _____
There is no other source for this service.

Are there any other companies who can provide the services or needed items? If so, please list and provide explanation of why they were unable to meet the requirements: _____
No, There is no other source for this service.

List any other sources, suppliers, products or service providers that you reviewed in your selection process: There is no other source for this service.

List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.): Neither the Internet via Google search nor professional connections have yielded any other services of this kind in Texas.

ACKNOWLEDGEMENT

I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: May 10, 2019

Signature*: Doyle "Doc" Hobbins

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

Texas Community Supervision Alternatives (TCSA), LLC, is a privately owned, community- based, supervision and monitoring alternative for Court Systems. Our vision is to create a partnership with the courts and with our clients based upon mutual respect and professionalism. We strive for excellence and offer the highest level of service to the community.

TCSA tailors our supervision services to accommodate the needs of Judicial Systems and to assist defendants with successfully complying with Court agreements – **at no cost to the local court, taxpayer or government.**

TCSA provides a complete diversionary and sentencing disposition process for Judicial Systems. TCSA will consult with and assist agencies with the development of alternative sentencing options as well as provide complete supportive services to include: evidence based initial risk and substance abuse screenings assessment; drug and alcohol testing; effective and efficient supervision; Innovative software that provides 24-7 access for Courts to view compliance with conditions of supervision: in-house and on-line evidence based psycho-educational programs; and, tailored services for special conditions and needs as identified.

- Professional Consultation with Court Systems during all phases of program development.
- Customized to support existing Court Systems in being efficient and effective.
- Experienced Monitoring Agents and Management.
- Established level of accountability and communication with Court Systems.
- Evidence based assessments and practices during all phases of monitoring programs.
- Monitoring which is professional, respectful, and encouraging to all persons receiving services.
- Assist Courts in maintaining public safety by facilitating client accountability and providing opportunities for change.
- Innovative software that provides 24-7 access for Courts to view compliance with conditions of supervision.

Staff:

TCSA employs staff who have vast experience within the field of Community Supervision and Corrections. Each employee is held to the highest standards of professionalism and are employed to work within the Ethical standards set forth by the American Probation and Parole Association- [Click here.](#)

Managing Partners

The Owners are dedicated to understanding our customers' requirements and expectations. Our company leadership has over 50 years of combined experience in the Criminal Justice arena.

Dean P. Eddy, MA, LPC-S (60595), LSOTP-S (99046)

Mr. Eddy has worked in the field of corrections since 1991. Previous to his current status with TCSA and The Center, he worked in multiple positions as a Probation Officer in Williamson County for 12 years, then as a Counselor at the Williamson County In-patient Substance Abuse Center for 3 years. He has provided part-time contract counseling services for The Center for

Cognitive Education, LLC since 1997. In 2005, he made his counseling practice a full time endeavor and currently provides therapy services to individuals and family members involved in the Court systems and self- referrals throughout Central Texas. Mr. Eddy also provides supervision for other professionals pursuing LPC and LSOTP credentials. His basis for Client work includes building a trusting therapeutic relationship which allows for insight, accountability, and action. He encourages and empowers clients in an effort to provide an opportunity for them to make positive changes within their lives. He is also dedicated to contributing to and establishing healthy and productive communities through understanding and providing quality services to judicial systems.

Mr. Eddy is Co-Founder and Managing Partner of Texas Community Supervision Alternatives, LLC. He is also Managing Partner for The Center for Cognitive Education, LLC since 2010 and has provided educational and counseling services for The Center since 1997.

Mr. Eddy has undergone extensive training within the field of Corrections as well as receiving specialized training in the area of Human Resources from the University of Texas.

Angela DeLaRosa, BS

Ms. De La Rosa earned her Bachelor's Degree in Criminal Justice with an emphasis on Corrections, Psychology, and Sociology from Southwest Texas State University (1989). Since beginning her criminal justice career over 24 years ago, she has worked as a Case Manager at a federally contracted halfway house, a Statewide Casework Coordinator for an internationally recognized nonprofit organization, as a Case Manager, Probation and Parole Officer for state, county, and municipal criminal justice agencies, and as a Program Administrator. The responsibilities of these positions have included: providing field supervision and case management services for both youth and adult offenders; conducting statewide program administration and training, along with case and program analysis; training for law enforcement agencies that were involved in the investigation of missing and exploited children; being an advocate for, and providing resource information to, victim families. Ms. DeLaRosa has undergone extensive leadership training while employed with TDCJ- Parole Division to include specialized training at the Correctional Management Institute of Texas.

Ms. DeLaRosa is co-founder and Managing Partner of Texas Community Supervision Alternatives, LLC. She is also Managing Partner for The Center for Cognitive Education since 2010 and has provided group facilitation services for The Center since 2001. She has received specialized training in Cognitive based instruction and has met the Batterers Intervention and Prevention Program Accreditation training standards for group facilitation. Ms. DeLaRosa uses her broad spectrum of knowledge and years of experience to meet the overall needs of the referring agencies and offender populations.

Community Involvement: Travis County BIPP Advisory Committee, Chairperson; Austin/ Travis County Family Violence Task Force; Williamson County Domestic Assault Response Team (DART); Educational training for law enforcement, Courts, probation/parole, and domestic violence task forces.



Texas Community Supervision Alternatives
503 South Main Street • Georgetown, Texas 78626

Quote of Pre-Trial Intervention Services For the Williamson County Attorney's Office

The items below are presented as an out-line of services and processes in which Texas Community Supervision Alternatives, LLC (TCSA) will provide for the Williamson County Attorney's Office.

- 1. Texas Community Supervision Alternatives, LLC (TCSA) will monitor Pre-Trial Intervention (PTI) Participants who have entered into a PTI agreement with the Williamson County Attorney's Office (CA). Components of monitoring services will include the following:**
 - a. Perform a Group Orientation as needed no less than two times per month (approximately every other week) in Georgetown, Texas. More frequent orientations will be conducted if attendance at orientations regularly become more than 15 Participants. The purpose of this orientation will be to confirm that PTI Participants have a thorough understanding of their obligations and commitments which will assist them in being successful on PTI. During the orientation, Participants will be provided information and referrals to assist with reporting requirements and with completion of all other conditions of PTI. During the orientation, PTI Participants will be provided with an information folder to help keep records of their PTI requirements. CA will provide TCSA with notice, via email, that a Participant has been directed to contact TCSA to schedule an orientation. TCSA will provide CA with an information handout which will assist in coordinating this effort. TCSA will provide, via email, a Breach of Contract if a Participant fails to attend the orientation as agreed and directed.
 - b. Facilitate a Participant Reporting System. Participants will be required to report electronically at minimum one time per month between the 1st and 15th. Other "face to face" reporting will be required and conducted on an as needed basis. Participant Reporting information will include: Any changes in address/contact information/ or, employment; report of any law enforcement contact; report of any violations of PTI; report of any substance use; report of completion and/or progress on conditions of PTI; and, report of any difficulties being successful with PTI. Participants will also be provided with an opportunity to ask for assistance with any challenges related to PTI success. As requested by CA, "face to face" reporting will be substituted for electronic reporting on a case by case basis for individuals with extenuating specific needs which hinder them from reporting electronically.
 - c. Breach of Contracts will be sent to a CA representative on the same day as noncompliance is observed and confirmed.
 - d. Monthly Caseload Summary Reports will be sent to CA representative by the 5th of each month. The reports may be tailored as requested. The PTI Caseload Summary Report will include, but is not limited to: Participant name; PTI start date; PTI projected completion date; status of "in compliance" or "Breach of Contract sent to CA". Data from the monthly report will be collected and maintained to assist with the success rate of the PTI program.



- e. Compliance Notices will be sent to a CA representative within three working days before a Participant's anticipated completion date.
- f. TCSA will maintain open level of communication with the CA and will provide supportive services to CA as needed in the areas of consultation and court testimony.
- g. TCSA will maintain documentation of all aspects of monitoring and will provide to CA as requested. TCSA will maintain a list of all Participants to assist with verify repeat Participants.
- h. CA will pay TCSA \$360 for each 6- month PTI Participant who is referred to orientation.
CA will pay TCSA \$500 for each 9- month PTI Participant who is referred to orientation.
CA will pay TCSA \$500 for each 12- month PTI Participant who is referred to orientation.
TCSA will submit an invoice, via email, by the 5th of each month for the previous month. CA will pay submitted invoices within 15 days of receipt.

2. TCSA will make available and maintain a "Random Substance Use Screening Program" for all PTI Participants.

- a. PTI Participants will be required to submit to random Urinalysis Substance Screening (UA) and show no signs of illegal substance or alcohol use. TCSA will coordinate with CA to determine the frequency and number of UA's. This may be decided on Risk/Need level and past substance abused. TCSA will seek prior approval before requiring a Participant to submit to UA's more than one time per 30-day period. On average, Participants will submit to 2 to 3 UA's while on a 6-month monitoring period.
- b. Screenings will be scheduled by TCSA in blocks of time with PTI Participant being given 24-hour notice of the need to submit to the UA. A Participant will be allowed to submit a UA at an approved lab vs. submitting a UA to TCSA. Participants will be responsible for providing TCSA with results of a UA if conducted at a facility other than TCSA.
- c. Screenings will be conducted at a designated TCSA location in Georgetown, Texas.
- d. The UA results will be maintained within the PTI monitoring documentation and the CA will be notified of any admission of use and/or results of UA showing signs of illegal substance use or alcohol use.
- e. If a PTI Participant fails to submit to a UA as requested, CA will be notified via a Breach of Contract.
- f. Screenings conducted by TCSA showing "positive" for an illegal substance or alcohol will be sent to a lab for detailed confirmation if the PTI Participant disagrees with the results. A \$50 lab fee will be paid by the Participant. If the results are received as a "false positive", the Participant will be reimbursed the \$50 lab fee.
- g. TCSA will follow internal procedures and processes which help to provide accurate and creditable results of the Substance Use Screenings.



- h. TCSA will utilize a five-panel test to evaluate for the following: marijuana (THC), methamphetamine, amphetamine, cocaine, and opiates. If a substance of choice is not included within this panel, the sample may be sent to a lab for testing of other substances. The five-panel screening test instrument includes technology to assist with preventing the falsification of a sample.
- i. This program is paid by the PTI Participant, directly to TSCA, at a rate of \$15 per UA while being monitored. PTI Participants will be provided with a receipt at time of payment.

3. TCSA will consult with CA as requested regarding Educational Programing as well as other therapeutic requirements and overall processes. Consultation will be provided in an effort to assist success with both Participants as well as the Pre-Trial Intervention Program.

4. TCSA will make available a PTI applicant screening assessment process as requested by CA. TCSA will provide an assessment which is evidence based and helps to determine specific risk and needs. The cost of this assessment will be agreed upon by both parties.

5. Additional Information concerning TCSA:

- a. TCSA will maintain liability insurance.
- b. TCSA monitoring agents will meet minimum educational and training requirements of that of a Community Supervision and Corrections Officer.
- c. TCSA monitoring agents will comply with the code of ethics established for Community Supervision Officers as published March, 2015 by The Texas Department of Criminal Justice Community Justice Assistance Division within “Standards for CSCD” – Link: http://www.tdcj.state.tx.us/documents/cjad/CJAD_Standards_CSCDs.pdf
- d. TCSA Monitoring Agents will comply with the code of ethics established for Probation and Parole Officers as identified by The American Probation and Parole Association (APPA) – Link: <http://www.appa-net.org/eweb/#>
- e. TCSA Monitoring Agents will achieve and maintain certification, and comply with the code of ethics, established for Certified Pretrial Services Professionals through the National Association of Pretrial Services Agencies (NAPSA) – Link: <https://napsa.org/eweb/startpage.aspx> . (All monitoring agents, and Managing Partners, are currently certified as a Pretrial Services Professional through NAPSA)
- f. TCSA monitoring agents will have advanced experience and expertise in Community Supervision and will have specialized training as needed.
- g. TCSA management will maintain quality assurance policies and practices for all monitoring services.



- h. TCSA will maintain a secure and backed up software system for all monitoring documentation.
- i. TCSA will comply with all aspects of a vendor's agreement as negotiated with the referring agency.

This is a quote and description of services presented to be exhibited within a contract between TCSA and The Williamson County Attorney's Office. Fees within this quote will be reviewed yearly and renegotiated if warranted and agreed upon. Other terms concerning duration of services and allowances for possible future amendments will be addressed within the body of the contract. TCSA is committed to providing a supportive role and assist in the development and operation of a successful Pre-Trial Intervention Program. Please contact me with questions and/or assistance as needed. My best contact number is 512-423-7029 (personal cell) and email is deddy@txsupervision.org.

Respectfully Submitted,

A handwritten signature in black ink that reads "Dean Eddy, MA, LPC-S, LSOTP-S".

Dean Eddy, MA, LPC-S, LSOTP-S
Texas Community Supervision Alternatives, LLC (TCSA)
Managing Partner
Personal Cell: 512-423-7029
Email: deddy@txsupervision.org
Web-site: www.txsupervision.org



Texas Community Supervision Alternatives
503 South Main Street • Georgetown, Texas 78626

3-22-19

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

RE: Sole Source Letter of Justification

To whom it may concern,

Based on professional networking with criminal justice agencies, in addition to market research, Texas Community Supervision Alternatives, LLC is the sole source supplier of private industry operated monitoring services of Pre-Trial defendants in the State of Texas.

All TCSA Monitoring Agents comply with the *Code of Ethics* established by:

- The Texas Department of Criminal Justice Community Justice Assistance Division, for Community Supervision Officers, within “Standards for CSCD”,
http://www.tdcj.state.tx.us/documents/cjad/CJAD_Standards_CSCDs.pdf
- The American Probation and Parole Association (APPA) for Probation and Parole Officers,
<http://www.appa-net.org/eweb/#>
- And, achieve and maintain certification, and comply with the code of ethics, established for Certified Pretrial Services Professionals through the National Association of Pretrial Services Agencies (NAPSA), <https://napsa.org/eweb/startpage.aspx> .

TCSA is committed to providing a supportive role and assist in the development and operation of a successful Pre-Trial Intervention Program. We strive to provide the highest quality of services to the referring agency, PTI participant, and overall community.

Respectfully,

A handwritten signature in blue ink, appearing to read "Angela DeLaRosa", is written over a horizontal line.

Angela DeLaRosa, Managing Partner
Texas Community Supervision Alternatives, LLC
Email: adelarosa@txsupervision.org
Office: 1-888-510-TCSA (8272) Ext. 2
Website: www.txsupervision.org
Private Cell: 512-585-8095



Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626 (512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Angela DeLaRosa, who after being duly sworn on oath stated the following:

My name is Angela DeLaRosa. My title is Managing Partner. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: private industry PFI monitoring services. I am the sole-source supplier of this item because: professional networking with criminal justice agencies and additional market research. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 22nd day of March, 2019.

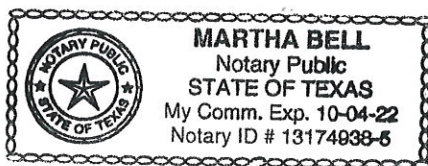
[Signature]
[Signature]

Angela DeLaRosa - Managing Partner
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on March 22nd, 2019, by Angela DeLaRosa
[Printed Name]

Martha Bell
[Signature] Notary Public

State of Texas
My Commission expires on 10-04-22



General Counsel
Jason Nassour
First Assistant
Brandon Dakroub
Criminal Division Chief
Stephanie Greger
Civil Division Chief
Shannon C. Francis
Director Juvenile Division
Michael Cox

DEE HOBBS
COUNTY ATTORNEY

405 M.L.K. Street #7
Georgetown, Texas 78626



Office Administrator
Stephanie Lloyd
Chief of Staff
Peggy Vasquez
Chief Investigator
Rudy Gonzalez
Evidence Director
Michael Etheridge
Victim Services Director
Sara Bill

Phone (512) 943-1111 • Fax (512) 943-1120

May 10, 2019

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Tx 78626

RE: Sole Source Letter of Recommendation

Dear Sir:

Following a concerted effort, to the best of my ability, to secure private industry services which may provide monitoring services of the Pre-Trial Intervention Program for defendants in Williamson County, I submit that Texas Community Supervision Alternatives, LLC continues to be the sole source supplier. I have taken the opportunity to meet with the Directors and review their services and am confident that they are uniquely suited to continue to meet the needs of the defendants who enter the Pre-Trial Intervention Program in Williamson County.

I am therefore submitting the appropriate Sole Source Justification Request and recommend Texas Community Supervision Alternatives, LLC to provide those services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dee Hobbs Jr.", is written over a light blue horizontal line.

Doyle "Dee" Hobbs Jr.
Williamson County Attorney

Bid #1905-322 - Intent to Deem TCSA as the Sole Source for Monitoring Pre-Trial Intervention

Creation Date **May 20, 2019** End Date **Jun 5, 2019 10:00:00 AM CDT**
 Start Date **May 20, 2019 11:18:37 AM CDT** Awarded Date **Not Yet Awarded**

1905-322-01-01 Please attach any supporting documentation to this line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
Agency Product Code:		Supplier Notes:			
Agency Notes:					

****** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



Purchasing Department

07/24/19

Williamson County Commissioners Court

Re: Sole Source recommendation for Texas Community Supervision Alternatives

Dear County Judge and Commissioners,

Recently our County Attorney's Office made a request for a contract with Texas Community Supervision Alternatives (TCSA) for Pre-Trial Intervention Services. These actions require qualification as a **sole source provider of monitoring services for Pre-Trial Intervention (PTI) Participants who have entered into a PTI agreement with the Williamson County Attorney's Office. These services are supplied by Texas Community Supervision Alternatives who is the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Doyle "Dee" Hobbs, County Attorney
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested services and agreement

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

Commissioners Court - Regular Session

16.

Meeting Date: 07/30/2019

Donation for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Mueller BBQ in the amount of \$200.

Background

Mueller BBQ donated \$200 to Williamson County Juvenile Services for the purchase of back to school supplies for youth.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: John Pelczar
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 12:01 PM
Started On: 07/25/2019 11:19 AM

Commissioners Court - Regular Session

17.

Meeting Date: 07/30/2019

Authorize issuing RFP 1907-335 Fire and Safety Inspection, Testing and Maintenance Services

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Fire and Safety Inspection, Testing and Maintenance Services, under RFP 1907-335.

Background

Williamson County is seeking qualified Contractors for Fire and Safety Inspection, Testing, Maintenance, and Repair Services.

Christy Stromberg and Shantil Moore are the point of Contact and Funding Source line item(s) Testing = 100-509-4500 & Maintenance/Repair = 100-509-4510 was submitted for FY2020 budget.

Fiscal Impact

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

Attachments

RFP 1907-335 Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 07/24/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

07/24/2019 04:01 PM
07/24/2019 04:18 PM
Started On: 07/24/2019 01:43 PM

Solicitation 1907-335

Fire and Safety Inspection, Testing, Maintenance, and Repair Services

Bid Designation: Public



Williamson County, Texas

Bid 1907-335**Fire and Safety Inspection, Testing, Maintenance, and Repair Services**

Bid Number	1907-335
Bid Title	Fire and Safety Inspection, Testing, Maintenance, and Repair Services
Bid Start Date	In Held
Bid End Date	Aug 19, 2019 3:00:00 PM CDT
Question & Answer End Date	Aug 15, 2019 4:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-943-1553 johnny.grimaldo@wilco.org
Contract Duration	2 years
Contract Renewal	4 annual renewals
Prices Good for	365 days
Pre-Bid Conference	Aug 8, 2019 10:45:00 AM CDT Attendance is mandatory Location: Williamson County Purchasing Dept 100 Wilco Way, Suite P101 Georgetown, TX 78626
Bid Comments	Williamson County is seeking qualified contractors to provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in this RFP.

Item Response Form

Item	1907-335--01-01 - Please attach all documents to this line
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Williamson County, Texas <u>No Location Specified</u>
	Qty 1

Description

Please attach all documents to this line

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1907-335**
Fire and Safety Inspection, Testing, Maintenance, and Repair
Services

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 19, 2019 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:
Aug 19, 2019 3:00:00 PM CDT**

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

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 Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal 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 RFP, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
100 Wilco Way
Suite P101
Georgetown, TX 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent 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 Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
-
- It is the Respondent'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 RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
-

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal 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 RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	<input style="width: 100%;" type="text"/>
Address of Respondent:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent 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 Respondent) and have been duly authorized to execute the foregoing on behalf of the said (Name of Respondent).

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 BIDS SYNC ELECTRONICALLY.



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of

the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed

(all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy. Please be aware that submitting proposals electronically is a convenience to the respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.**

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal 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 RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation,

Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided;
and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent's ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The RFP and its Addenda (if applicable); and
 2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The terms and conditions of the Ensuing Agreement;
 2. The RFP and its Addenda; and
 3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet

pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement (s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101

Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the

County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Respondent cannot so certify to the above, then it must submit along with its proposal, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of a Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78633

Request for Proposal
Fire and Safety
Inspection, Testing, Maintenance, and Repair Services for
Williamson County, Texas

Attachment A –
Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

RFP # 1907-335

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

Proposal Information:

- Attachment A** Williamson County Fire and Safety Inspection, Testing, and Maintenance Service – Scope of Work
- Attachment B** Williamson County Premises and Device Count
- Attachment C** Williamson County Compensation and Fees
- Attachment D** Respondent Qualifications Form
- Attachment E** Bid References
- Attachment F** Respondents Questionnaire:
A. Qualifications & Experience
B. Financial Disclosure
C. Method of Approach
- Attachment G** RFP Checklist
- Attachment H** Williamson County FY19 Holidays

Williamson County Fire and Safety
 Inspection, Testing, Maintenance, and Repair Services
STATEMENT OF WORK

1) **PURPOSE:**

- a) Contractor shall provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in Attachment B – Williamson County Premises, Equipment List and Device Counts, attached hereto and incorporated herein for all purposes. The systems listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all inclusive; however, Contractor shall be responsible for inspection and testing of all systems at each premise whether listed or not.

2) **CONTRACT TERM:**

- A. Services shall be for a period beginning on or after October 1, 2019 and shall expire on or before September 30, 2021.

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

3) **INSURANCE REQUIREMENTS:**

- a) By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision.

- (1) Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals**. All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
 100 Wilco Way, Suite P101
 Georgetown, Texas 78626

- (2) Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

- b) **Successful Respondent must comply with the following insurance requirements at all times during this Contract:**

- i) **Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) 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.

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

- (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.
- c) **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.
- d) **Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.
- e) **Commencement of Work.** Successful Respondent 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, Successful Respondent 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 Successful Respondent hereunder.
- f) **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.
- g) **Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent 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.**
- h) **No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, 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.
- i) **Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.
- i) Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), 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.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

j) **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

i) 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 Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

ii) 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.

iii) **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

4) **INQUIRIES:**

a) The sole point of contact for inquiries concerning this solicitation is:

- (a) Williamson County Purchasing Specialist – Johnny Grimaldo, CPPB
- (b) Desk Phone Number: 512-943-1553
- (c) Email address: johnny.grimaldo@wilco.org
- (d) Subject: RFP Williamson County Fire and Safety

b) All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

5) **TECHNICAL CONTACT:**

a) Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

6) **EXAMINATION OF PREMISES:**

a) Contractor shall be held to have examined all Williamson County premises at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during any project.

b) **Pre-Proposal Conference** is scheduled for:

i) Date: **Thursday, August 8th, 2019**

ii) Time: **9:30 am**

iii) Address:

Georgetown Annex
Room: Purchasing Training Room – P104A
100 Wilco Way
Georgetown, TX 78633

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

- iv) Attendance at the one (1) scheduled pre-proposal conference is **MANDATORY**. **Only those Respondents whose names and represented firms are on the pre-proposal conference sign-in sheet shall be allowed to submit a response.** Please do not be late to the pre-proposal conference. Any attendee that arrives more than 10 minutes late will be denied entry. Attendees are encouraged to bring their own copy of this RFP document and attachments, as a limited number of hardcopies will be available at the Pre-Proposal conference.
- v) A **MANDATORY** jobsite walkthrough of the Williamson County premises will be conducted after each pre-proposal conference. Respondents shall be prepared to drive to the following Williamson County premises and complete the mandatory walkthrough with the Williamson County Contract Administrator or designee and Facility escort. **Only those Respondents whose names and represented firms are on the mandatory walkthrough acknowledgement sheets shall be allowed to submit a response.**
- (1) **Juvenile Justice Center – 200 Wilco Way, Georgetown, TX**
- (a) **Walkthrough – Thursday, August 8th @ 10:45 AM** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center.
- (2) **Emergency Service Operation Center (ESOC) – 911 Tracy Chambers Ln, Georgetown, TX**
- (a) **Walkthrough – Thursday, August 8th @ 11:30 AM**
- (b) **Parking and Staging** - Walkthrough provided by Williamson County Contract Administrator or designee. Open parking available in the parking lot in front of ESOC facility. Respondents shall be required to complete show valid driver's license and complete security form before gaining access to be escorted through the building.
- (3) **Justice Center – 405 MLK, Georgetown, TX**
- (a) **Walkthrough – Thursday, August 8th @ 12:45 PM**
- (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center. Respondents shall be required to pass thought metal detection system.
- (4) **Sheriff Office and Jail – 508 South Rock Street, Georgetown, TX**
- (a) **Walkthrough - Thursday, August 8th @ 1:45 PM**
- (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Facilities Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot to the South-east of the Sheriff Office Administration.
- (5) **CTTC – 601 N Alligator Road, Granger, TX**
- (a) **Walkthrough - Thursday, August 8th @ 3:30 PM**
- (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the CTTC Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot near entrance of building available.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

7) ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

- a) Access to following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives who will be required to provide inspection, testing, and maintenance services for fire alarm and related systems service at the following restricted and escorted facilities prior to or at time of service being performed under this contract. Facilities under this requirement include, but not limited to:
- i) Detention Center, Jail, Treatment and ESOC Premises:
 - (1) JJC
 - (2) SO/Jail
 - (3) CTTC
 - (4) ESOC
 - (5) CJIS Areas
- b) Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
- i) A photocopy of valid Government Issued Identification
 - ii) Company Identification
- c) Upon entering and leaving any Williamson County premises, Contractor's service representative will be required to sign in and out at receptionist desk or with the Authorized facility personnel.
- d) Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized facility personnel or designee.
- e) Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises, and should attempt to become familiar with all applicable procedures.

8) CONTRACT ADMINISTRATION RESPONSIBILITY:

- a) Williamson County shall provide a designated "Contract Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
- b) Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
- i) Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
- c) Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.
- i) Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
 - ii) Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
 - (1) Discover, discuss and/or reject unacceptable work;
 - (2) Discover and discuss work not in accordance with the Contract;
 - (3) Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.
 - iii) Contractor agrees to conduct all services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

County's Contract Administrator or designee is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this Contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contract Administrator or designee.

- iv) Contractor agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

d) **PROGRAM EVALUATION:**

- i) Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary.
- ii) Contractor shall take prompt action to correct all identified deficiencies.

E) **SCOPE OF WORK CHANGES:**

- i) Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.
- ii) Any change must be asserted within 30 business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).
- iii) Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.
- iv) Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s) at the same rate quoted in the contract for the same model product or service.
- v) Service locations added to this contract will be in Williamson County.

9) **SCHEDULES:**

- a) The schedules for all inspections and testing shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior to an inspection and any associated testing, and may only be altered at the discretion of the Contract Administrator or designee.
- b) All testing and maintenance shall be conducted during established business hours at or after 6 am., on weekends, or on approved Williamson County Holidays.
- c) Visual inspections, testing, or maintenance that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.
- d) Service Hours: Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 7:00 am and 6:00 pm unless

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

- e) Business Hours at a minimum, shall be work performed between 7:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.
- f) After Hours Service shall be work performed after 6:00 pm and before 7:00 am.
- g) Weekend and Holiday shall be work performed during Saturday, Sunday or during any Williamson County holiday.
- h) Williamson County Holidays: Holidays observed by Williamson County are listed at <http://www.wilco.org/Residents/County-Holidays> or by obtaining a list from the Williamson County Contract Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

10) INSPECTIONS AND TESTS:

- a) **STAFF REPORTING CONSISTENCY:** Contractor shall familiarize personnel providing services under this contract with all Williamson County premises. Contractor shall maintain premises address, know where to park, access issues, equipment locations, valve locations, wiring rungs, repair history – just to name a few; are all necessary to ensure there are no hindrances to the Contractor. Additionally, the Contractor shall make every effort not to burden Williamson County staff with having to escort Contractor personnel that have no knowledge about the building layout around the premises. Additionally, the Contractor shall make every effort possible to assign a technicians(s) on a consistent basis who will become familiar with the various sites and security requirements.
- b) **TAG STATUS:** Contract Administrator or designee must be notified in writing of tag status upon discovery. A completed copy of service/inspection report(s) shall be furnished to the Contract Administrator or designee within 5 business days of inspection and testing.
- c) **FIRE EXTINGUISHER:**
 - (1) Contractor shall perform annual inspection services in accordance with current NFPA 10 standards., Federal, State, and Municipal codes, rules, regulations and ordinances.
 - (2) Contractor shall perform the following on all extinguishers annually at each designated location within each of the premises under this contract:
 - (a) Visual inspection;
 - (b) Hydrostatic/maintenance testing;
 - (c) Weighing;
 - (d) Visual inspection of pressure gauges;
 - (e) Removal or replacement of tamper seals and safety pull pins (tamper seals shall be included in inspection fee);
 - (f) Cleaning and re-hanging extinguishers;
 - (g) Review extinguisher placement, size and type;

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

- (h) Complete and attach new inspection tag; and
 - (i) Identify any repairs needed for placement cabinets.
- ii) Contractor shall contact Contract Administrator or Designee while on premises of all “non-compliance” extinguishers.
 - iii) Contractor shall review and provide Contract Administrator or designee up-to-date floor plans identifying placement of fire extinguishers.
- d) **FIRE ALARM SYSTEM:** Including, but not limited to, fire suppression systems and back flow testing, and inspection. This shall also include kitchen hood suppression systems.
- i) Smoke detectors sensitivity testing shall be performed on a biannual basis, starting in the first quarter of contract award.
- II) **Contractor Requirements:**
- (a) Individual building fire alarm systems shall be inspected in accordance with the applicable codes that were in effect at the time of system installation including but not limited to the NFPA Codes and Standards for the applicable component being tested. Inspections shall be conducted in accordance with the requirements of Chapter 14, Inspection, Testing, Maintenance, of the current edition of NFPA 72, National Fire Alarm and Signaling Code, and current edition of NFPA 1221, Standards for the Installation, Maintenance, and Use of Emergency Services Communications systems.
 - (b) Inspections will include verification of transmission of all alarm, trouble and supervisory signals to Williamson County monitoring stations or fire alarm systems that transmit full point reporting and/or graphics to Williamson County’s monitoring stations, Contractor shall verify transmission of each individual point to Williamson County’s monitoring stations and verify that the alphanumeric point description transmitted to Williamson County’s monitoring stations and the graphic representation at Williamson County monitoring station is in agreement with the alphanumeric point description registered at the fire alarm control panel in the applicable building.
 - (c) All inspection forms utilized in this contract shall meet the minimum requirements as specified in NFPA Fire Protection Systems, current edition, Inspection, Test, and Maintenance manual.
 - (d) All supplies, materials, and chemicals shall be new or unused, except if otherwise agreed upon by Contract Administrator or designee of specific materials that may be reused.
 - (e) Contractor shall perform the work in a way to minimize disruption to the normal operations of building tenants. Upon completion of work, the Contractor is responsible for cleaning and removing from the Williamson County premises all debris, materials, and equipment associated with the work performed.
- e) **WATER SUPPLY SYSTEMS:**
- (1) Inspection and testing of the water supply are part of the inspection and testing program. Water supply system repairs shall be performed on a time and material basis.
 - (2) All equipment specified shall be inspected, tested, and repaired in accordance with NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
 - (3) Contractor shall notify the Contract Administrator that testing will be conducted and notify when testing is completed.
- f) **FIRE SUPPRESSION SYSTEM:**

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

- i) Contractor shall perform at minimum, annual inspections and test as recommended either monthly, quarterly, annually, semi-annually using the appropriate addition of NFPA standards see attachment B – Williamson County Premises & Device Counts.
 - ii) Contractor shall inspect and test systems to ensure the proper, efficient, reliable, and safe performance of all equipment. Work shall be in accordance with using the appropriate addition of NFPA or local codes, equipment manufactures' recommendations, and the specifications herein. Any federal or municipal codes, rules, or regulations shall prevail over the specifications listed herein.
 - (1) Contractor shall provide Contract Administrator or designee with a copy of applicable local regulations, if it is different than NFPA.
 - iii) Fire sprinkler testing may need to be performed outside of normal business hours, on weekends, or on Williamson County holidays. All inspections and testing shall be scheduled, coordinated, and approved with Contract Administrator or designee.
 - iv) Water leaks found in plumbing lines that serve a fire suppression system shall be noted for repair as a billable item, unless the leak is caused by the Contractor wherein repairs costs shall be incurred by the Contractor.
 - v) A discharge hose may be requested to be installed at all main drains and inspector test discharge lines during testing to prevent damage and erosion to site landscaping. Any damage to landscaping shall be the responsibility of the Contractor to repair at no additional cost to Williamson County. Should the Contractor find it necessary to make any repairs for landscape damage or erosion caused by the Contractor, the cost shall be deducted from monies owed to the Contractor.
 - vi) Check gauges on both sides of the check valve to determine the pressures are approximately equal.
 - vii) Unlock chains, if applicable, and exercise all control valves from full open to full close and return to full open. Lubricate stem during exercising. Tamper alarm should appear on main Fire Panel if installed.
 - viii) Open main drain valve for one full minute. Correlate flow pressure rating at main valve.
 - ix) All tests performed by the Contractor that triggers the building fire alarm system shall require disabling and enabling the fire panel, as not to disrupt building occupants. The fire suppression contractor shall not disable or enable a building fire alarm system.
- g) **FIRE PUMPS:**
- i) Contractor shall provide inspections and tests annually. All pumps are operated by electric motors. The Contractor shall be responsible for lubrication of the motor, but not repairs or replacement.
 - ii) All inspections, testing, and service of fire pumps systems shall be in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
 - iii) Notify Facilities Supervisor and/or designated staff member that testing will be conducted and notify when testing is completed.
 - iv) All Jockey pumps and main fire pumps will be inspected quarterly for leaks, corrosion and proper operation. Record start and stop pressures on Jockey and main pump during quarterly sprinkler inspection. Routine cleaning and adjustments of pump packing will be incorporated into the test and inspect cost and should be completed during the quarterly test.
 - v) Ensure all safety devices and relief valves are functioning properly during the quarterly sprinkler service.
 - vi) Lubricate pump motors and all associated valves annually.

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

vii) Perform fire pump flow test annually as specified in systems in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

viii) Clean up all water spills (wet floor signs shall be used for safety precautions).

ix) Complete and attach new inspection tag.

g) FIRE HOSE & STANDPIPE:

a. Contractor shall provide inspections and tests annually.

b. Contractor shall replace lined Precision Calibration and Tested (PCT) hose at minimum every five (5) years based on the manufacture date on the hose or at minimum current NFPA code requirement, whichever is smaller time frame and agreed upon by the Contract Administrator or designee.

c. Complete and attach new inspection tag to valve handle.

h) PRE-ACTION SYSTEMS:

i. Contractor shall perform inspection and test semi-annually.

ii. Test the deluge and pre-action systems semi-annually and trip test annually.

iii. Test Very Early Smoke Detector Apparatus (VERSDA) systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service.

iv. Notify Contract Administrator or designee prior to conducting test and notify when testing has been completed.

v. All actuating devices shall be inspected and tested semi-annually. Check if alarm panel has been triggered. Alarm system contractor to be present during testing to ensure reporting to main fire panel and bypassing of building system devices.

vi. Check the low air pressure alarm for operations.

vii. Complete and attach new inspection tag or punch existing.

i) FIRE HYDRANTS:

a. Contractor shall provide inspection and test annually.

b. All Williamson County owned fire hydrants shall be marked in accordance with NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

c. All Williamson County owned fire hydrants will be inspected annually in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

d. Open each hydrant and flow for not less than 1 minute. After shutting down check for drainage. Hydrant should drain within 60 seconds.

e. Lubricate the operating nut, parking and thrust collar annually, to ensure the hydrant can be readily opened.

f. Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

j) BACKFLOW PREVENTERS TESTING:

- i. Contractor shall provide inspections and tests annually unless otherwise specified in writing by the Contract Administrator or designee.
- ii. Inspection and testing to all backflow preventers listed in Attachment B – Williamson County Premises & Device Counts shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations, and ordinances.
- iii. All inspections shall be performed only by persons who have a current and valid testers certification.
- iv. Proof of certification(s) must accompany bid package.
- v. All backflow preventers failing inspection and test should be noted for repair and re-tested at the request of the Contract Administrator or designee. Contract Administrator or designee should be notified within the same business day after the Contractor has tested and failed a backflow device. Contractor must obtain written request from Contract Administrator or designee for any repairs required.
- vi. Purchase order shall be issued prior to beginning any billable work for repairs.
- vii. Contractor must tag all backflow units that have passed any testing requirements. The tag is to be supplied by the contractor and must be weatherproof along with its attaching method. Additionally, the tag must depict the date of the test and the tester's initials.
- viii. Contractor shall comply with all required reporting requirement by accurately completing and submitting all reporting forms to the appropriate entities (city/county/state/etc.) and email a courteous copy of the submitted document(s) along with date and time stamp the document(s) were successfully submitted to Contract Administrator or designee.

k) CLEAN AGENTS GAS SUPPRESSION SYSTEM:

- i. Contractor shall perform inspection and test semi-annually.
- ii. All inspections, testing, and service shall be in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
- iii. Test the deluge and pre-action systems semi-annually and trip test annually.
- iv. Notify Contract Administrator or designee prior to conducting test and notify when testing has completed.
- v. Complete and attach new inspection tag that is permanently attached.
- vi. A completed copy of the container inspection report shall be furnished to the Contract Administrator or designee within 5 business days if inspection and testing.

l) KITCHEN HOODS, DRY/WET CHEMICAL:

- i. Inspect, testing, and cleaning kitchen hood systems in accordance with NFPA 17, 17A, and 96 or current enforceable codes.
- ii. Complete inspections, testing, and service of each unit shall be performed semi-annually as scheduled by the Contract Administrator or designee.

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

- iii. All cylinders are to be weighted and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced will be returned to the Contract Administrator or designee. Ensure nozzle caps do not have an accumulation of grease and are in place.
- iv. All actuating devices will be inspected and tested semi-annually. Check if alarm panel has been triggered.
- v. Ensure gas and electric are off during each test. Reset equipment to operational status upon completion.
- vi. Perform hydrostatic tests on cylinders as required. Hydrostatic test due dates on all cylinders will be noted on the inspection forms. All inspection reports will be submitted to the Contract Administrator or designee with invoicing.
- vii. Discharge of systems and repairs caused by negligence of the Contractor, its employees, servants, or agents will be at no cost to Williamson County.

m) LOW VOLTAGE SYSTEMS – INSPECTIONS AND TESTING

- i) Inspections and / or testing Fire Alarm Systems will be performed as requested by Contract Administrator to ensure systems are working properly without defects upon request by the Contract Administrator, as stated in product maintenance and/or warranties, or as mandated by state and/or federal laws.

2) MAINTENANCE AND REPAIRS: Current edition NFPA standard shall be used for all maintenance and repairs. Requests for maintenance and repairs shall be made based on most current NFPA.

- a) **RESPONSE TIMES:** Response time to all Business Hours repair service work shall be within four (4) hours on-site after Contractor receives request from Contract Administrator or designee, with the exception of an emergency request that occurs during Business Hours, which shall be two (2) hours.
 - i) **After hours and Weekends/Holiday** repair request shall have a four (4) hour response time, unless declared an emergency, then it shall be two (2) hours on site.
 - (a) The contractor shall be required to provide the Contract Administrator or designee with a twenty-four (24) hour toll free access to their staff via any communication system chosen by the Contract Administrator or designee.
 - ii) **RE-EXECUTION OF WORK:** Contractor shall re-execute any work that fails to conform to requirements of the contract. The contractor shall immediately remedy any defects due to faulty workmanship. Such re-execution of work shall be the sole responsibility of the contractor (including all associated cost).
 - iii) **RECORDS OF PROVIDED SERVICES:** Contractor shall maintain complete and accurate records required substantiating the services provided (including required part replacements) to Contract Administrator or designee. Such records shall, at a minimum, indicate the dates, times, and type of servicing performed. The contractor shall make all records available to the Contract Administrator or designee upon request at no additional cost. All such records shall become the property of Williamson County.
 - iv) **TAG STATUS:** Contract Administrator or designee must be notified in writing of tag status upon discovery.
- b) **FIRE EXTINGUISHERS:** Contractor shall provide the Contract Administrator or designee replacement portable fire extinguishers of equal size and type should any contracted equipment require off site servicing. Contractor shall be responsible for providing the Contract Administrator or designee with the serial number of any fire extinguisher(s) removed from the site for repairs and / or any other reason.
 - i) Replacement fire extinguishers shall be supplied at no additional cost to the contract and shall remain available for use until all repairs have been completed and the contracted equipment is fully repaired, certified returned to appropriate location.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

- ii) All fire extinguishers shall be returned to their proper locations(s) prior to submission of invoice(s) for payment.
- c) **FIRE SUPPRESSION SYSTEMS:**
- i) Repairs shall be quoted and invoiced as time and materials.
 - ii) Contractor shall provide all labor, supervisions, parts, tools, equipment, transportation, and all effort necessary to perform said services in accordance with all NFPA or local codes and standards and the specifications herein. All repairs shall be billable with the exception of repairs required due to negligence on the part of the contractor or subcontractor.
 - iii) Contractor's technical staff shall be thoroughly trained and licensed on fire suppression systems and back flow repair and maintenance. **Copies of employee certification or completion of acceptable training on fire suppression system/back flow must accompany the bid package.**
 - iv) Contractor must have a valid State of Texas Contractors license for Fire Protection Systems and Backflow Systems. **Proof of licenses must accompany bid package.**
 - v) Contractor must have a valid State of Texas Contractors license for backflow prevention valves. Contract award shall be contingent upon the successful Contactor either holding one of the current licenses or obtaining one within a negotiated time frame after award.
 - vi) Contractor's service vehicles shall carry sufficient supply of repair parts and equipment to perform routine fire suppression service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts to keep their vehicles supplied daily.
- d) **FIRE SPRINKLER SYSTEMS:**
- i) Repairs shall be quoted and invoices as time and materials.
 - ii) Work shall be in accordance with NFPA and/or local codes, equipment manufacture's recommendations, and the specifications herein. Any federal or municipal codes, rules, and/or regulations shall prevail over the specifications listed herein.
 - iii) Water leaks found in plumbing lines that serve a few suppression systems shall be repaired as a billable item, unless leak is caused by the Contractor wherein repairs costs shall be incurred by the contractor.
- e) **FIRE PUMP:**
- i) Repairs shall be quoted and invoices as time and materials.
 - ii) All service of fire pumps systems shall be in accordance with current NFPA, Federal State, and Municipal codes, rules, regulations and ordinances.
- f) **FIRE HOSE AND STANDPIPE:**
- i) Repairs and Replacements shall be quoted and invoices as time and materials.
 - ii) Each standpipe and hose cabinet with lined Precision Calibration and Tested (PCT) hose is to be serviced using the current NFPA codes.
 - iii) Contractor shall replace lined PCT hose at minimum every five (5) years based on the manufacture date on the hose or at minimum current NFPA code requirement, whichever is smaller time frame and agreed upon by the Contract Administrator or designee.

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

- (1) Contract Administrator or designee may request the Contractor to replace a hose cabinet that is worn, vandalized, or damaged due to rust or corrosion. Replacement of hose cabinet shall be quoted and invoiced as time and material.
- iv) Replace all missing break bars and chains on locking-type glass front cabinets, and ensure door is operating properly. Parts missing shall be quoted and invoiced as time and materials.
- (1) Contractor shall notify the Contract Administrator or designee prior to replacement and obtain approval before replacing the parts.
- v) Replace any missing or inoperable nozzles with plastic fog type units. Missing nozzles shall be quoted and invoiced as a time and materials.
- (1) Notify the Contract Administrator or designee prior to replacement and obtain approval before replacing the parts.
- vi) Install new gasket, if needed or requested by the Contract Administrator or designee, in female hose fittings.
- vii) Complete and attach new inspection tag to valve handle.
- g) PRE-ACTION SYSTEMS:**
- i) Repairs shall be quoted and invoiced as time and materials.
- ii) Any Very Early Smoke Detector Apparatus (VERSDA) systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service.
- iii) Contractor shall supply replacement parts (i.e. filters, etc), calibrations, and any preventive maintenance required to maintain system to manufacturer's specifications or current codes or laws.
- iv) Notify Contract Administrator or designee of repairs and maintenance issues that are needed.
- h) FIRE HYDRANTS:**
- i) Repairs shall be quoted and invoiced as time and materials.
- ii) All Williamson County owned fire hydrants shall be serviced in accordance with current NFPA, Federal, State, and Municipal codes, regulations, and ordinances.
- iii) Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.
- i) BACKFLOW PREVENTERS:**
- i) Repairs necessary on backflow units shall be time and materials.
- ii) Repairs to all backflow preventers listed in these specifications shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations and ordinances.
- iii) All repairs will be performed on by persons who have a valid certification.
- (1) Proof of certifications must accompany bid package.
- iv) All repaired backflow preventers shall be re-tested at the request of Contact Administrator or designee.
- v) Contractor is responsible for providing report to the appropriate party (city/state/etc) and providing proof of timely submission along with accepted reporting from the appropriate party and copy of the submitted report to Contract Administrator or designee.
- j) CLEAN AGENTS GAS SUPPRESSION SYSTEM (SEMI-ANNUALLY):**

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

- i) Repairs necessary on VERSA units shall be time and materials.
- ii) Repairs to all in these specifications shall be serviced in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.
- iii) **TAG STATUS:** Contract Administrator or designee must be notified in writing of tag status upon discovery. A completed copy of service/inspection report(s) shall be furnished to the Contract Administrator or designee within 5 business days of inspection and testing.

k) **KITCHEN HOODS:**

- i) Full Maintenance/Cleaning Service on Kitchen Hood units:
 - (1) All service to kitchen hoods (dry or wet chemical extinguish systems) shall be at no additional cost other than the maintenance fee.
- ii) Clean kitchen hood systems in accordance with NFPA 17, 17A, and 96 or current enforceable codes.

l) **LOW VOLTAGE SYSTEMS – MAINTENANE AND REPAIRS:**

- i) As a result of inspections and/or testing, or as needed due to system failures, maintenance and repairs of Fire Alarm Systems will be performed according to manufacturer's instructions. Technicians shall be certified and trained to perform maintenance and repairs on Low Voltage Systems under the contract.
 - (1) System installation trainees shall be under the supervision of a qualified and certified installer.
- ii) Warranties should be reviewed on products prior to performing maintenance and repairs to ensure member is not services that are covered under warranty.

GENERAL SCOPE OF WORK:

- iii) **DESIGN:** Contractor should have fully certified, qualified, and trained personnel with the ability to design a turnkey solution for Fire Protection and Security Monitoring systems.
- iv) **INSTALLATION:** Contractor should have qualified technician(s) with the ability and applicable certifications to install equipment for monitoring systems.
- v) **TECHNOLOGY:** State of the art technology solutions, innovative solutions to improve efficacies should include reporting and alert systems, online access to data, mobile device management, etc.
- vi) **TRAINING ASSURANCE:** Training should be available upon implementation of new program as well as ongoing and continuous communication and quality assurance. Resources should be made available for quick tutorials on how to obtain Alarm History, view Monitoring Location information, and access similar reporting features.

m) **FIRE ALARM SYSTEM:**

- i) The fire alarm system shall comply with requirements of NFPA Standard 72 for Protected Premises Signaling Systems except as modified and supplemented by this specification. The system shall be electrically supervised and monitor the integrity of all conductors.
- ii) The fire alarm system shall be manufactured by an ISO 9001 certified company and meet the requirements of BS EN9001: ANSI/ASQC Q9001-1994.
- iii) The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

- iv) The system installation shall be supervised by a minimum NICET (minimum Level II Fire Alarm Technology) technician on site to guide the final checkout and to ensure the systems integrity.
- v) The system shall provide, or be capable of expansion to meet various sizes of projects.
- vi) Alarm signals arriving at the FACP shall not be lost following a primary power failure (or outage) until the alarm signal is processed and recorded.
- vii) All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protective signaling system, meeting the National Fire Alarm Code.
- viii) All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.
- ix) All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.
- x) Wiring shall be in accordance with local, state and national codes and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer.
- xi) All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70.
- xii) All field wiring shall be electrically supervised for open circuit and ground fault.
- xiii) Systems shall have the ability to display or print system reports.
- xiv) The display shall annunciate status information and custom alphanumeric labels for all intelligent detectors, addressable modules, internal panel circuits, and software zones.
- xv) The control panel shall be housed in a UL-listed cabinet suitable for surface or semi-flush mounting. The cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish.
- xvi) The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators. For convenience, the door may be site configured for either right or left-hand hinging.
- xvii) Horn Strobes / Strobe lights shall meet the requirements of the ADA, UL Standard 1971, be fully synchronized, the maximum pulse duration shall be 2/10 of one second, the strobe intensity shall meet the requirements of UL 1971 and the flash rate shall meet the requirements of UL 1971 and have selectable tone options of temporal 3 and non-temporal continuous pattern.
- xviii) Manual fire alarm boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status.
- xix) System shall work with ionization smoke sensors, photo electronic smoke sensors, and thermal sensors. The heat detectors shall be available in a variety of settings, from 135° to 195°, or with a rate-of-rise temperature setting. Thermal units shall not be the only sensors used in a system.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

3) OTHER VALUE ADDED AND RELATED FIRE AND SAFETY SERVICES:

- i) Emergency and Exit Lighting: Inspections
- ii) Server Room Clean Agent Fire Suppression Systems: Inspections, Repairs, and Installations
- iii) Commercial Low Voltage/Access Control Products and Services: Inspections, Repairs, and Installations
- iv) System Integration and Design
- v) Related Fire and Safety products and services

4) BILLING:

- a) Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.
- b) Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:
 - (i) Name and address of Contractor;
 - (ii) Contractor's Texas Identification Number;
 - (iii) Contractor's invoice remittance address;
 - (iv) Itemized and detailed description of services provided; and
 - (v) Total price for each product and/or service provided.
- c) Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.
- d) Contractor agrees to conduct all its services under this Contract by and through appropriate communications with Williamson County's Contract Administrator. Contractor understands and agrees that services performed or materials provided without the prior written direction of Williamson County Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.
- e) A quote shall be attached to the inspection and/or test report providing pricing for the correction of deficiencies indicated in the inspection and/or test report. The quote shall be broken down for the correction of each individual deficiency and shall include both labor and material line items. If any deficiencies are determined to be "red or yellow tag" items, the Contractor shall notify the Contract Administrator or designee in writing within twenty-four (24) hours of discovery of the deficiency. Notification shall detail the deficiency and include a quote, broken down by labor and material, to correct and clear the "red or yellow tag" deficiency. Thereafter, Williamson County shall determine whether to issue a Delivery Release to provide the necessary maintenance and repair.
- f) Any items that may be recommended by a manufacturer or contractor but that are not a code violation or deficiency that are recommended by Contractor shall be listed separately on the inspection and/or test report and identified as recommendations only.

5) SUBCONTRACTING:

- a) Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
- b) No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

- c) The Contractor shall be the only contact for Williamson County Contract Administrator or designee and subcontractors.
- d) The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
- e) Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
- f) Williamson County Contract Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
- g) Any negative response may result in disqualification of the subcontractor.
- h) Williamson County Contract Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
- i) Subcontracting shall be at the Contractor's expense.

6) SERVICE CALL:

- a) For the purpose of evaluating performance under this Contract, a "Service Call" is defined as any malfunction of a system caused by failure of any part or component to function fully in accordance with manufacturer's specifications.

7) MAINTENANCE AND DELIVERY RELEASE:

- a) Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on efficiencies documented during inspections and testing under this Contract or to effect repairs due to system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Delivery Release"). Such Delivery Releases will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by Williamson County.
- b) Contractor understands and agrees that no guaranteed minimum number of Delivery Releases or amount of work will arise from this Contract.
- c) Upon receipt of a Delivery Release, Contractor shall respond to the Contract Administrator or designee on-site within twenty-four (24) hours. Contractor shall perform all work under a Delivery Release within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Delivery Release.
- d) Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Delivery Release. Contractors shall provide the following information on the Service Ticket:
 - (i) building name;
 - (ii) floor number;
 - (iii) name of Contractor personnel performing the work;
 - (iv) trade category of person performing the work;
 - (v) start and end worked hours;
 - (vi) itemized list of parts/material used/replaced; and,
 - (vii) narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

8) **CALLBACK:**

a) For the purpose of evaluating performance under this Contract, a "Callback" is defined as a failure due to a technician's inability, negligence or lack of knowledge to correct a problem.

b) **CALLBACK RESPONSE:**

- i) Failure by the Contractor to successfully complete a Service Call will result in a Callback. The Contract Administrator or designee will contact the Contractor and notify them of the Callback situation. The Contractor will respond to the Callback no later than the next business day with a technician possessing the technical expertise, knowledge and any required material to correct the problem.
- ii) The Contractor shall check in and out with the Contract Administrator or designee to ensure that the Contract Administrator logs the commencement and completion times for the "Callback Service Ticket", or summary list, for the services performed to correct the problem described in the original Delivery Release.
- iii) Contractor shall provide the following information on the Service Ticket:
 - (1) building name;
 - (2) floor number;
 - (3) name of Contractor personnel performing the work;
 - (4) trade category of person performing the work;
 - (5) start and end worked hours;
 - (6) itemized list of parts/material used/replaced; and,
 - (7) narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s).

9) **CONTRACTOR ACCESS:**

a) Access routes, entrance gates or doors, parking and storage areas, and other necessary Contractor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

10) **EXISTING UTILITIES AND STRUCTURES:**

a) Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

11) **WASTE REMOVAL:**

a) Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

12) SECURITY AND IDENTIFICATION:

- a) Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

13) UNIFORMS AND PROTECTIVE CLOTHING:

- a) All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.
- b) Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- c) Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.
- d) Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

14) TRANSPORTATION:

- a) Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.
- b) Contractor vehicles must meet Texas Department of Transportation requirements.
- c) Contractor shall provide and maintain proper vehicle insurance coverage as required by the Williamson County.
- d) Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Insurance State Fire Marshal's Office.
- e) All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).
- f) Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.

15) TRAVEL TIME:

- i) Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

16) TRAINING OF WILLIAMSON COUNTY PERSONNEL:

- i) Contractor shall provide training to Williamson County designated personnel for all mechanical equipment fire systems, and parts installed, upon request by the Contract Administrator or designee.
- ii) Contractor shall provide hands on training pertaining to fire panel and relevant systems to ensure staff are familiar with systems, upon request.
- iii) Contractor shall provide training to Williamson County designated personnel for materials and chemicals used to ensure understanding of the application process and importance of the treatment requirements.

17) DISPOSAL OF SALVAGEABLE ITEMS:

Williamson County Fire and Safety**Inspection, Testing, Maintenance, and Repair Services**

- i) Contract Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Owner. Disposal may include depositing in a central location for salvage by the Owner or delivery to the Owner's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator.

18) TOBACCO USE:

- i) Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.
- ii) Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
- iii) If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

19) UNSATISFACTORY PERFORMANCE:

- i) Williamson County may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination is not limited to the following:
 - (1) more than one (1) Callback to correct the same problem within thirty (30) calendar days;
 - (2) more than one (1) instance within one (1) calendar year of Contractor personnel assigned to an authorized Service Call, test or inspection not having the skill or knowledge to perform the required service or test or inspection;
 - (3) failure to timely complete and document required inspections;
 - (4) failure to provide the tools necessary to complete the inspection, test or required service;
 - (5) failure by Contractor, upon completion of testing, inspection or service, to place the fire alarm panel back in normal service, to place valves back in their normal position, place fire pumps in service or to leave systems in other than their normal state; and
 - (6) failure by Contractor to submit a complete and accurate invoice to Contract Administrator no later than the fifth business day of the month following the month in which the services being invoiced were completed.

20) ADDITIONAL SERVICES AND ADJUSTMENTS:

- i) "Additional Services" are those services not included in this Contract which may be requested by Williamson County at any time for the duration of this Contract. Upon request by Williamson County Contract Administrator for Additional Services, Contractor shall prepare and submit to Williamson County Contract Administrator a proposal for such services requested. Additional Services will be charged at the hourly rates set forth in Attachment C – Williamson County Compensation and Fees and shall be documented by a Delivery Release.
- ii) Additional Services may also include the addition of systems and/or facilities for which no unit price was included in Attachment C – Williamson County Compensation and Fees, and may be added to this Contract provided Williamson County and Contractor agree to a unit price. Prices for any additional systems shall be calculated by comparing pricing to similar services included in Attachment C – Williamson County Compensation and Fees. The addition of systems and/or premises shall be documented by amendment to this Contract.
- iii) At any time, Williamson County may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required and shall be documented by amendment to this Contract.

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

21) CONTRACTOR'S RESPONSIBILITIES AND WARRANTIES:

- i) **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).
- ii) **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- iii) **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:
 - (1) A quality to pass without objection in the trade under the Contract description;
 - (2) Fit for the intended purposes for which the materials or services are used;
 - (3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - (4) Adequately contained, packaged and marked as the Contract may require; and
 - (5) Conform to the written promises or affirmations of fact made by the Contractor.
 - (6) **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- iv) **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.
- v) **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
 - a. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.
 - b. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.
- vi) **NOTICE OF DEFECTS:**
 - (1) Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

vii) **OPERATIONS AND MAINTENANCE MANUALS:**

- (1) Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

viii) **FREIGHT AND SHIPPING COSTS:**

- (1) Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

22) EVALUATION CRITERIA:

- a) The Evaluation Committee will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs Williamson County, and satisfy the requirements of the RFP. Williamson County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, Williamson County reserves the option to enter discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the best interest of the lead agency and member agencies. However, offering firms are cautioned that Williamson County may proceed with an award based on information received in the original proposal and subsequent interviews without calling for additional discussions or Best and Final offers.
- b) Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.
- c) Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:
- i) **RESPONDENT QUESTIONNAIRE: <30>**
- (1) **Respond to all questions on questionnaire on Attachment F – RESPONDENT QUESTIONNAIRE.**
- (a) **QUALIFICATIONS AND EXPERIENCE:** Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.
- (b) **FIANCIAL DISCOSURE:** History of company, including length of time company has been in business, certification, license,
- (c) **METHOD OF APPROACH:** Method of Approach for product implementation and offeror's proposed solution for ongoing services including customer service, support, and response times.
- ii) **COMPENSATION AND FEES: <30 pts>**
- (1) Market Basket Pricing and Discount off Manufacturer's Price Lists will be evaluated.
- (a) Include pricing on the Attachment C – WILLIAMSON COUTNY COMPENSATION AND FEES
- (b) Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.
- iii) **COMPANY INFORMATION: <5 pts>**
- (a) Including, but not limited to the following:
- (b) company description;
- (c) ownership information;
- (d) physical and mailing address;
- (e) other company locations/offices;
- (f) primary contact; and

Williamson County Fire and Safety

Inspection, Testing, Maintenance, and Repair Services

(g) office, mobile telephone number(s) and email of company's primary contact.

iv) **LITIGATION HISTORY: <P/F>**

- (a) Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years.
- (b) Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

v) **REFERENCES: <5 pts>**

- (a) Include a minimum of three (3) references on Attachment E – Bid Reference from clients for whom similar services were performed or products were provided.
- (b) Include project description, contact names, position, company name, telephone number, and email address for each reference.

vi) **VALUE ADDED SERVICES:** Training and other services offered that add value to Williamson County utilizing the contract.vii) **RESPONSIVENESS:** Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.viii) **PRODUCTS, SERVICES AND SOLUTIONS OFFERED:** Overall range of products and ability to meet needs of members.23) **ORDER PRECEDENCE:**

- a) In the event of conflicts or inconsistencies between this RFP and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
 - i) Attachment A – Williamson County Fire and Safety Inspection, Testing, and Maintenance Service – Scope of Work;
 - ii) Request for Proposal (includes all remaining Attachments), and
 - iii) Respondent's response to Request for Proposals.

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Williamson County, Texas
ATTACHMENT C - WILLIAMSON COUNTY COMPENSATION AND FEES

Building Code	Building	Year Built	Jurisdiction	Fire Alarm Inspection	Sprinkler Inspection	Kitchen Hood Inspection	Fire Extinguishers	Clean Agent System	Pre Action System	Fire Hose & Standpipe	Backflow Devices	Fire Hydrants	Emergency Lighting	Building Total
WCRAS	Animal Shelter	2006; New 2019	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1032	Cedar Park Annex	1997	City of Cedar Park	\$ -	\$ -		\$ -				\$ -		\$ -	\$ -
1026	Central Maintenance Facility (CMF)	1994	City of Georgetown	\$ -			\$ -					\$ -	\$ -	\$ -
1000	Historical Courthouse	2006	City of Georgetown	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1042	CTTC	1990	City of Granger	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
1071	Emerg. Ser Ops Ctr (ESOC)	2012	City of Georgetown	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
1047	Expo	2016	City of Taylor	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
1080	Georgetown Annex	2018	City of Georgetown	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
1043	Inner Loop	2004	City of Georgetown	\$ -	\$ -		\$ -				\$ -		\$ -	\$ -
1008	Jail Includes Parking Garage	2003	City of Georgetown	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -		\$ -	\$ -
1046	Parking Garage Included with Jail	2005	City of Georgetown	\$ -	\$ -		\$ -			\$ -			\$ -	\$ -
1066	Round Rock Jester	2009	City of Round Rock	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1066B	Round Rock Public Safety	2009	City of Round Rock	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1009	Justice Center	1988; N-200	City of Georgetown	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -		\$ -	\$ -
1045	Juvenile Justice Center (JJC)	2001	City of Georgetown	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
1011	Lott	1984	City of Georgetown	\$ -	\$ -		\$ -						\$ -	\$ -
1001	Historical Museum	2002	City of Georgetown	\$ -			\$ -						\$ -	\$ -
1078	EMS Training Center	2018	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1079	Impound & Inspections	2018	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1077	Radio Shop	2018	City of Georgetown	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1075	SOTC	2018	City of Hutto	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1033	Taylor Annex	1999	City of Taylor	\$ -			\$ -						\$ -	\$ -
1073	TX Ave	2017	City of Round Rock	\$ -	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -
1005- 1006	Round Rock Annex		City of Round Rock									\$ -		\$ -
1064	Children's Advocacy Center		City of Georgetown									\$ -		\$ -

Williamson County, Texas
ATTACHMENT C - WILLIAMSON COUNTY COMPENSATION AND FEES

Licensed Fire Alarm Tech - Regular 24 hours reponse	\$ -
Licensed Fire Alarm Tech - Overtime - 24 hour response	\$ -
Licensed Fire Alarm Tech. - Regular - 2 hour response	\$ -
Licensed Fire Alarm Tech. - Overtime - 2 hour response	\$ -
Apprentice Tech. - 24 hour response	\$ -
Apprentice Tech. - Overtime - 24 hour response	\$ -
Apprentice Tech. - Regular - 2 hour response	\$ -
Apprentice Tech. - Overtime - 2 hour response	\$ -
Material Markup: Contractor shall Invoice @ MSRP/List ***	0%
Materials purchased at local retail outlets by Contractor	
Payment and Performance Bonds (if required): Contractor	

* Normal Hours - defined as 6 am to 6 pm, Monday through

** Overtime hours - defined as any hours that fall outside

*** MSRP/List - Williamson County reserves the right to

Attachment D

Respondent Qualifications Form

Company Profile:				
Company Name				
Federal EIN #				
Other Company Locations:				
List:				
Length of Time Company has been in business:		Year		Months
Has company done business under a different name, give name and location:				
Name			Location:	
# of Full-Time Employees:			# of Part-Time Employees:	
# of Service Technicians:			# of Electricians:	
Has company failed to complete or defaulted on a contract?				
No:		Yes		If Yes, explain below:
Explanation:				
Local Branch/Office Location:				
Street Address:				
City:			Zip:	
Length of Time Branch Office has been in operations:		Year		Months
Geographical Coverage Area (Cities or Counties Supported by Branch):				
List:				
# of Full-Time Employees:			# of Part-Time Employees	
Total # of Service Tech in Local Branch/Office				
Estimated Number of Service Techs assigned to support contract:				

Individual Qualifications Assigned to Contract:	
Name:	Licenses/Certifications:
1	
2	
3	
4	
5	
6	

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Certifications/License Qualifications	Yes	No	N/A	Explanation or Comments
4. Company authorized dealer for product distribution for Fire and Safety Products?				
5. Certified/Licensed to perform Inspections and Testing for:				
A. Fire Suppression Systems				
B. Fire Pumps				
C. Hoses				
D. Pre-Action Systems				
E. Fire Hydrants				
F. Backflow				
G. Kitchen Hoods				
H. Water Supply Systems				
I. Fire Sprinkler Systems				
J. Others – provide list in Comment section				

For Certification Requests in this solicitation: All responses with responses checked "yes" attach certifications.	Yes	No	N/A	Explanation or Comments
1. Product Distribution certification(s)				
2. Inspections/Testing certification(s):				
A. Fire Suppression Systems				
B. Fire Pumps				
C. Hoses				
D. Pre-Action Systems				
E. Fire Hydrants				
F. Backflow				
G. Kitchen Hood				
H. Water Supply Systems				
I. Fire Sprinkler Systems				
J. Others				
3. Maintenance and Repair				

4. Will subcontractors be used to complete any portion of this contract? _____ Yes _____ No

- a. If yes was checked in question # 4 above, questions number 5 and 6 below must be answered.
- b. If no was checked in question # 4 above, proceed with questions starting in section labeled Financial Disclosure Questionnaire.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Financial Disclosure Questionnaire

7. Provide brief history of company, including length of time company has been in business, location of office(s), and specific experience as it relates to this solicitation.

8. Have any license or certifications been denied, revoked, or suspended or provisionally issued within the past seven (7) years? If “yes”, explain each denial.

9. List all judgements, arbitration awards and settlements against company within the last three (3) years arising from a lawsuit or claim of any nature.

10. Describe unresolved claims, arbitration claims, lawsuits or bond claims brought by or against company. Include names of all parties and brief description of the nature of dispute.

11. Has company made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

12. If company is a division or subsidiary of another firm, indicate below name and address of the parent firm. Also, include a description of the working relationship between the Company's firm and parent firm. Specify what impact, if any, this relationship would have on the company's ability to meet the requirements for services described in this solicitation.
13. Has company changed names? ____ Yes _____ No
a. If yes, document all prior name(s) company operated under, including the specific dates/year(s) of operations.
14. Describe previous experience company had with Williamson County premises and/or other governmental agencies.

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Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Method of Approach Questionnaire**Product Distribution:**

1. Describe the standard delivery schedule for products that are in stock.
2. Describe company approach to work with school districts or governmental agencies to market the products company provides.
3. Describe the business relationship proposed between the company and Williamson County. (ex. Will a local account representative be assigned to Williamson County? Will single point of contact be assigned to contact? How will contract obtain information about company products and placing orders?)

Inspections and Testing

4. Describe the method of approach company will take to implement service for this solicitation. Provide examples of how company handled taking on new clients.
5. What is the standard turnaround time for setting up new accounts?
6. Describe the technicians that will be servicing the account under the contract.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

7. How does company provide ongoing education and training to technicians to remain abreast on industry standard and statute?

8. Provide example of the inspection report and describe the procedures of communicating with Williamson County the results after inspections and tests have been completed.

Maintenance and Repairs

9. Describe the method of approach the company will take to handle maintenance and repairs either as a result of inspections and testing stage or emergency maintenance and repairs, as needed. Address where repairs are handled by inhouse technicians or sub-contractors.

10. Define normal business hours of services provided by company.

11. Define non-business hours.

12. Define after hours services that are available in the event of emergency.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

13. What is the guaranteed response time for emergency repairs?

14. What is the standard response time for maintenance repairs?

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Attachment G

RFP CHECKLIST

Title: Inspection, Testing, Maintenance, and Repair Services for Williamson County, Texas

Opening Date: TBD

Respondent Name and Address:

_____ Contact:_____

_____ TX Identification #:_____

_____ Office Phone:_____

_____ Mobile Phone:_____

_____ Email:_____

1. Submitted one (1) original:

- Company information _____ <5 pts >
- Compensation & Fees:
 - Attachment C – Compensation and Fees _____ <30 pts>
- Relevant Experience and Qualifications _____ <30 pts>
 - Respondent References _____ <5 pts>
 - Attachment E – Contractor’s Qualifications Form _____
- Attachment D – Respondent Questionnaire: _____ <30 pts>
 - Subcontractor(s) Questionnaire: _____ <Pass/Fail>
- Attachment G – RFP Checklist _____ (Mandatory)
- Acknowledgement of Addenda, if applicable _____ (Mandatory)
- Bid Bond _____ (Mandatory)
- Mandatory Pre-Bid Conference _____ <Pass/Fail>
- Mandatory Site Visits _____ <Pass/Fail>
 - JJC
 - ESOC
 - SO/Jail
 - JC
- Litigation History _____ <Pass/Fail>



**The established holiday schedule for paid holidays
for the 2018/2019 budget year is as follows:**

Veterans Day

Monday November 12, 2018

Thanksgiving Holiday

Thursday November 22, 2018

Friday November 23, 2018

Christmas Holiday

Monday December 24, 2018

Tuesday December 25, 2018

Wednesday December 26, 2018

New Year's Holiday

Tuesday January 1, 2019

Martin Luther King Day

Monday January 21, 2019

President's Day

Monday February 18, 2019

Good Friday

Friday April 19, 2019

Memorial Day

Monday May 27, 2019

Independence Holiday

Thursday July 4, 2019

Labor Day

Monday September 2, 2019

Approved by Commissioners' Court on 7/24/2018

Question and Answers for Bid #1907-335 - Fire and Safety Inspection, Testing, Maintenance, and Repair Services

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

18.

Meeting Date: 07/30/2019

Discuss, consider, and take appropriate action on the acceptance of a First Responder grant through Valero.

Submitted For: Chris Connealy

Submitted By: Kelly Luna, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting the Texas First Responder Grant through Valero for Personal Protective Equipment.

Background

The Texas First Responder Grant Program provides funding for first responders to purchase equipment to facilitate first responders to respond to emergencies. This grant will be utilized to purchase personal protective equipment for the Fire Marshal Special Operations Division. There are no match requirements for this grant request.

Fiscal Impact

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

Attachments

[Valero Grant - Award Letter](#)

[Grant Management Request - Valero](#)

[Valero Grant Information](#)

[Valero Grant - Purchase Quotes](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Luna
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 09:33 AM
Started On: 07/25/2019 08:58 AM



July 24, 2019

Mr. Michael Wofford
Williamson County Fire Marshal Special Operations
3189 SE Inner Loop
Georgetown, Texas 786256

Dear Mr. Wofford,

As a part of our commitment to the communities near Valero's V-Tex Logistics pipeline route and terminals, we have reviewed your grant application and will be awarding the Williamson County Fire Marshall Special Operations a V-Tex First Responder Grant. Congratulations!

The grant will provide your organization \$10,000 to support training and response equipment, to better help serve Williamson County, while enhancing safety and preparedness. Valero strives to be a good neighbor in the communities where we live and work.

Thank you for your commitment to the local community.

Sincerely,

A handwritten signature in blue ink that reads 'Fred Hampton'.

Fred Hampton
Vice President, Pipelines and Terminals
Logistics, Operations and Development

FH/mf

Grant Title/Project Name:	V-TEX First Responder Grant Program
Department:	Fire Marshal Special Operations
Requestor:	Michael Wofford
Contact Email:	mwofford@wilco.org
Contact Phone Number:	mwofford@wilco.org
Start Date:	3/1/2019
End Date:	9/30/2019
Please select request category:	Asset
Describe the request category in detail to include all requirements.	This is a Grant from Valero to assist with purchasing new Personal Protective Equipment (PPE). This PPE will allow us to better perform our duties all types of Fire, Hazmat and Rescue Incidents.
Select the type of grant your department is applying for:	Local
What is the amount of the grant?	\$9,917.44
Please provide a breakdown of the total cost above.	\$5500.00 for 2 sets of Structural Fire Bunker Gear. \$1566.30 for 4 new Fire Investigation Helmets with Lights and 2 new sets of Fire Investigation boots. \$1671.00 for 3 sets of Dual Certified PPE (Wildland Fire/Extraction) to use in Fire Investigations/Wrecks/Wildland Fires. \$190.14.00 for 4 PhaseCore cooling vests to wear during Incidents and investigations.
Is there a match requirement?	No
If yes, describe the type and source of match.	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	None
How is this asset request different from any similar assets currently in the County and/or region?	This is specialized Personal Protective Equipment that is fit to each individual wearer.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	Fire Investigations, Hazmat Incidents, Technical Rescue Incidents and Other various Fire Incidents. Currently our Gear is at its 10 year life span and needs replacement.
How often do these events occur?	Several times a month
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	1 person per set of gear that it is assigned to.
Where will the asset be stored?	In County Vehicles with each person it is assigned to.
What is the useful life of the asset?	NFPA 1851 allows a maximum of 10 years of use for Bunker Gear
Will a replacement be requested from general funds when useful life has been exhausted?	Yes

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes, each set requires an annual inspection from a third party vendor that is approx \$75 each.
How will this asset be funded when the grant ends?	Operating budget
What is the impact if the grant is not received?	We will need to Budget in the replacement of the expiring gear.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	Texas
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	

Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	annual inspection cost
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	\$75 each set for annual inspection
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
ID	22
Version	1.0
Attachments	False
Created	2/27/2019 11:20 AM
Created By	Michael Wofford
Modified	2/27/2019 11:20 AM
Modified By	Michael Wofford

V-Tex Logistics Pipeline First Responder Grant Program



Overview

V-Tex Logistics Pipeline and Terminal Project has two segments. First, Valero is partnering with Magellan Midstream Partners to jointly build a 135-mile pipeline originating in Houston and terminating in Hearne, Texas. Then, Valero will build two new terminals; one in Hearne and one near Taylor, Texas, on Chandler Road, connected by a 70-mile pipeline. Construction for both segments began mid-2018 with completion targeted for mid-2019. This project will greatly expand fuel supply, including gasoline and diesel, providing an average of 60,000 barrels per day of new and reliable fuel for the fast-growing Central Texas population.

At Valero, we share our success with the communities where we live and work. We have been named as one of America's 50 Most Community-Minded Companies for 5 years running. As part of our commitment to the communities near the pipeline route and terminals, Valero will provide a First Responder Grant Program to help emergency responders receive funding to support training and response equipment needs to better serve their local communities.

Our Plan

- First responders in direct proximity to V-Tex Logistics Pipeline will have an opportunity to apply for grants of up to \$10,000 for training and emergency response equipment.
- Priority will be given to grants that prepare or equip first responders to respond to a pipeline incident.
- Grants will demonstrate a direct benefit to the safety and preparedness of first responders and surrounding communities.
- Grants will have a lasting, measurable impact on the community and/or organization.

Grant Program Criteria and Timeline

- V-Tex Logistics Pipeline will provide grants to U.S. 501(c)(3) organizations, such as volunteer fire departments or municipal public safety organizations, engaged in emergency response activities.
- Requesting organization must be in close proximity to V-Tex Logistics Pipeline route.
- Grant program applications will be available in 2019.



For more information, contact: vtexlogisticsinfo@valero.com or 210.345.5465
Or visit: www.vtexlogistics.com



Hello, Guest! [Login](#) [Register](#)

10 Item(s)
\$1566.30 [Check Out](#)



[ORDER STATUS](#) [WISH LIST](#) [BULK PRICING](#) [SHOP ALL BRANDS](#)



- [ALL CATEGORIES](#)
- [TODAY'S DEALS](#)**
- [NEW](#)
- [HELMETS](#)
- [BOOTS](#)
- [PPE](#)
- [LIGHTS](#)
- [APPAREL](#)
- [CUSTOM](#)

SHOPPING CART







[Continue Shopping](#)

[Update Cart](#)

Hey there! We just wanted to let you know...

SKU 'USRX-W' only has 3 units left in-stock. The additional units will be ordered from the manufacturer and sent to you as soon as they are available.

	PRODUCT NAME	QTY	PRICE EA.	SUBTOTAL	REMOVE
	Black Diamond 16" Comfort Fit Rubber Boot, Insulated - 10 XW Item Ships Directly from Manufacturer. Expected delivery in 1 week	<input type="text" value="1"/>	\$155.99	\$155.99	<input type="checkbox"/>
SKU: BD-699-9451-100XW					
	Black Diamond 16" Comfort Fit Rubber Boot, Insulated - 14 W Item not in stock. In stock in approximately 3 weeks	<input type="text" value="1"/>	\$155.99	\$155.99	<input type="checkbox"/>
SKU: BD-699-9451-140W					
	Bullard USRX Rescue Helmet with ESS Goggles, Dual Certified - White In stock and ready to ship	<input type="text" value="4"/>	\$193.59	\$774.36	<input type="checkbox"/>
SKU: USRX-W					
	Streamlight Vantage In stock and ready to ship	<input type="text" value="4"/>	\$119.99	\$479.96	<input type="checkbox"/>
SKU: 69140					

[Apply](#)

Subtotal (before tax & shipping): \$1566.30

[Estimated Economy Shipping:](#) \$—

[Email Cart >](#)

Total (before tax):

Sign in to your account now to earn \$31.33 FireBucks™ on this purchase!
Don't have an account? Register today to start earning credits on every purchase.

[LOGIN](#) | [REGISTER](#)



[U.S. Checkout](#)

[International Checkout](#)



CART

Cart updated.

PRODUCT	PRICE	QUANTITY	TOTAL
 <p><u>Best Seller! Standard Mesh Cooling Vest</u> Variation: Import Color: Black Size: One Size Fits Most</p>	\$265.00	- 4 +	\$1060.00
 <p><u>Best Seller! Vest Extender Sets</u> Vest Model: Standard Mesh Variation: Import Extender Set Element</p> <p>Options: Standard Mesh Extender Set with PhaseCore Elements Color: Black Size: One-Size</p>	\$45.00	- 2 +	\$90.00

PRODUCT	PRICE	QUANTITY	TOTAL
	Apply coupon		Update cart



Cart totals

SUBTOTAL	\$1150.00
SHIPPING	<input checked="" type="radio"/> FedEx Ground Home Delivery: \$40.14 <input type="radio"/> FedEx Express Saver: \$57.96 <input type="radio"/> FedEx Standard Overnight: \$79.60 <input type="radio"/> FedEx 2Day: \$68.44 Estimate for Georgetown, TX 78626. Change address
TOTAL	\$1190.14

[Proceed to checkout](#)



Commissioners Court - Regular Session

19.

Meeting Date: 07/30/2019

Approving Merchant Processing Agreement and Amendment to Merchant Processing Agreement for Parks

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Merchant Processing Agreements and Amendment No. 1 between Williamson County and Worldpay Integrated Payments, LLC to provide the processing of credit cards payments for the Parks Department and authorizing execution of the agreements.

Background

The Parks Department goal is to be able to process credit card payments for online facility rentals (Galaxy Software) and onsite for the Splashpad. Both software/hardware use Worldpay Integrated Payments, which provides the gateway for the application. The included amendment is agreeing to invoice Williamson County for fees and payment within 30 days of the invoice.

Fiscal Impact

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

Attachments

Amendment

Williamson County application

MPA Splashpad

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Thomas Skiles
 Final Approval Date: 07/25/2019

Reviewed By

Randy Barker
 Andrea Schiele
 Randy Barker
 Andrea Schiele

Date

07/25/2019 11:13 AM
 07/25/2019 11:45 AM
 07/25/2019 11:49 AM
 07/25/2019 11:54 AM
 Started On: 07/24/2019 10:54 AM

**AMENDMENT NO. 1 TO THE
MERCHANT PROCESSING AGREEMENT**

This Amendment No. 1 (the "Amendment") to the Merchant Processing Agreement ("Agreement") is made among Worldpay Integrated Payments, LLC ("Processor"), Member Bank and Williamson County, Texas ("Merchant"). The Agreement shall be amended in the following respects and the terms of the Agreement shall govern this Amendment. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

- I. On or before execution of this Amendment No. 1 by Merchant, Merchant agrees to execute an unaltered original of Processor's then current standard Merchant Processing Agreement. Merchant acknowledges and agrees that the terms and provisions of this Amendment No. 1 shall not become effective until and unless Merchant has executed and returned to Processor the aforementioned Merchant Processing Agreement.
- II. Section 5(A) of the Agreement Terms and Conditions is hereby deleted in its entirety and replaced with the following:
 - A. **Charges.** Processor will invoice amounts owed by Merchant hereunder on a monthly basis with payment due within 30 days of Merchant's receipt of an invoice. Processor may terminate this Agreement, or suspend the provision of Services, if Processor does not receive payment of any outstanding amounts within 30 days of the date of an invoice. Amounts invoiced by Processor hereunder shall be considered accurate and affirmed by Merchant 30 days after the date of such invoice, unless Merchant notifies Processor in writing of any inaccuracy within such 30 day period. Furthermore, Processor has the right to require immediate payment from Merchant in any appropriate situation for the amount of any Card transactions and Merchant agrees to immediately pay Processor such amount. This right includes Card transactions: (i) where merchandise is returned; (ii) where there is no valid authorization response; (iii) where the Cardholder has not given authority (e.g., improperly drawn, accepted, or endorsed transactions); (iv) where the Card transaction record is illegible; (v) where the Cardholder disputes the sale, quality, or delivery of merchandise; or performance or quality of services; (vi) where the Card transaction was drawn by, or depository credit given to, Merchant in a way that breaches this Agreement or violates Laws or Operating Regulations; (vii) where Processor has not received and retained payment for the Card transaction (even if Processor has already paid Merchant for the transaction); (viii) where it is alleged that Merchant have failed to comply with the Operating Regulations, Rules Summary, or the Laws; (ix) where an Association or Other Network action (e.g., a chargeback or compliance case) is pending or has been resolved against Merchant; (x) where Processor has incurred claims, damages, or losses from any source including Card issuers, or (xi) where the extension of credit for a Card transaction violated Laws or Operating Regulations. Additionally, Merchant remains fully liable to Processor for any transaction returned to Processor for any reason ("chargebacks" or for PIN debit Card transactions, "reversals"). Merchant agree to immediately review all chargeback-related notices and reports provided to Merchant (in any format). Merchant's failure to respond to a chargeback or reversal within the applicable deadline may forfeit Merchant's chargeback rights. Processor has no duty to assist Merchant in defending a non-compliance allegation related to a chargeback or reversal.
- III. The parties agree that Merchant's indemnification obligations and limitation of liability set forth in the Agreement shall be limited to the extent authorized under applicable law.

Except as otherwise provided in this Amendment, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect. This Amendment shall have no force or effect unless and until countersigned by Processor.

WORLDPAY INTEGRATED PAYMENTS, LLC

DocuSigned by:

Brian Kessans

Signature

9B19F9A3E6B0471...
Brian Kessans

Printed Name

Head of Contracts Mgmt

Title

7/23/2019 | 21:41 EDT

Date

MERCHANT

Signature

Printed Name

Title

Date



**Worldpay Integrated Payments
Merchant Processing Agreement
MERCHANT APPLICATION**

Merchant Business Information			
Application Type: <input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change <input type="checkbox"/> Ownership Change			
Merchant Business Legal Name: <i>(as shown on your business income tax return)</i>			
Business Name: <i>(DBA/Outlet Name)</i>		Business Website:	
Federal Tax ID #: <i>(as shown on your business income tax return)</i>		Year Business Established:	
Type of Goods or Services Sold:		Year Acquired by Current Owner:	
Physical Address <i>(no PO Boxes)</i>	Address:	Mailing Address <i>(if different from physical address)</i>	Address:
	City:		City:
	State:		State:
	Zip:		Zip:
	Phone Number:		Phone:
	Fax:		Fax:
<p>IRS Reporting Verification. Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Annually in January, you will receive a 1099-K providing details of your previous year reportable payment card transactions with a copy being filed electronically directly with the IRS. THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD AGREE WITH THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.</p>			
Disclosure			
<p>IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.</p> <p>IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.</p> <p><u>Member Bank Information:</u> Name: Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (866) 250-9764</p> <p><u>Merchant Services Provider Contact Information:</u> Worldpay Integrated Payments, 8500 Governors Hill Drive, Symmes Township, Ohio 45249 1-800-846-4472</p>			
Signature:			
Name (printed):		Title:	Date:
Business Profile			
Business Type: <input type="checkbox"/> Association/Estate/Trust* <input type="checkbox"/> Individual/Sole Proprietor* <input type="checkbox"/> Publicly Traded Corporation* <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corporation <input type="checkbox"/> Government Federal/State/Local* <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non-Profit/Tax Exempt <input type="checkbox"/> Financial Institution* <input type="checkbox"/> SEC Registered/Other Exempt (i.e. Inv. Advisor/Co, exchange/clearing)* *exempt from Beneficial Owner requirements on page 2. If tax exempt please send your sales tax exemption certificate to your sales representative			
Seasonal Business: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter the months of operation: _____ % Card Swiped _____ % MOTO _____ % Internet _____		Market Type: <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> E-Commerce <input type="checkbox"/> MO/TO <input type="checkbox"/> Lodging <input type="checkbox"/> Quick Serve <input type="checkbox"/> Other	
Annual Visa/MC/Discover Sales (\$): _____ Requested Highest Ticket (\$): _____ Average Ticket (\$): _____ The above sales volumes and average ticket \$ representations are integral and a condition to the rates and fees set forth in the Price & Equipment Schedule. If your actual sales volumes or average ticket \$ are different than the sales volumes or average ticket \$ represented above, you understand and agree that your rates and fees may be changed.		Customer Return Policy: <input type="checkbox"/> Refund w/in _____ days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None Have you ever had a previous credit card processor terminate your merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? _____ Do you offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input type="checkbox"/> No Duration of extended service or benefit (weeks): _____	
Have you had more than 25 chargebacks within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No		% of Sales that are Business to Business _____	
Do you accept transactions before the customer receives the product or service? <input type="checkbox"/> Yes <input type="checkbox"/> No Percent of sales in this category: _____		Does the Merchant use a Fulfillment House? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, was the Fulfillment House inspected? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Merchant Location: <input type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other: _____		The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises	

Term of Agreement			
Initial Term: _____ Year(s). See Sections 1.A and 7.B of the Terms and Conditions for information regarding the <u>Term</u> of this Agreement and <u>Early Termination</u> , including early termination fees.			
Designated Account: Bank Account to be used for Credit Card Processing Services:			
Bank Name:	Financial Institution 9 Digit Routing Number:	DDA/Checking Account Number:	
FUNDS MAY ONLY BE DEPOSITED INTO A BUSINESS CHECKING ACCOUNT. MERCHANT REPRESENTS THAT THE ABOVE BANKING INFORMATION IS CORRECT AND ACKNOWLEDGES, IF NO BANKING INFORMATION IS PROVIDED, MERCHANT WILL BE UNABLE TO PROCESS TRANSACTIONS UNTIL BANKING INFORMATION IS PROVIDED TO PROCESSOR.			
<input type="checkbox"/> By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials. If you have elected for the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.			
Authorized Representative and Signer Information			
Authorized Representative/Signer Name (First Name, MI, Last Name):	Date of Birth:	Social Security Number:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Email:	Own or Rent?	Years There:	Home Phone:
<p>To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize us and Member Bank or its agents to: (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner, general partner, authorized representative, or Guarantor of Merchant, or providing their Social Security Number on the Application (if such individual asks us or Member Bank whether or not a consumer report was requested, we and/or Member Bank will tell such individual and, if we and/or Member Bank received a report, we and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Agreement.</p>			
Beneficial/Control Ownership – ONLY REQUIRED for Partnerships, Private Corporations, Limited Liability Companies, & Tax Exempt Organizations			
<p>To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For more information go to, https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions.</p>			
Control Owner - An individual with significant responsibility to control, manage, or direct the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
<input type="checkbox"/> Check this box if Control Owner listed above is also a Beneficial Owner, if this box is checked you do not need to relist the Control Owner as a Beneficial Owner below.			
Beneficial Owner #1 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Beneficial Owner #2 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Beneficial Owner #3 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Beneficial Owner #4 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Additional Contact Information			
Name (First, MI, Last):	Name (First, MI, Last):		
Role:	<input type="checkbox"/> Authorized Representative <input type="checkbox"/> Primary Contact <input type="checkbox"/> Manager	Role:	<input type="checkbox"/> Authorized Representative <input type="checkbox"/> Primary Contact <input type="checkbox"/> Manager
Phone Number:	Phone Number:		
Email Address:	Email Address:		

Authorized Representative: Has full rights to your account including: (i) changing banking information, contacts on account(s), and DBA information, and (ii) may view transactions on the portal and will be an admin on the portal, which grants employee access to the account(s).

Primary Contact: Can view transactions on the portal, call in transaction problems, change contacts on account(s), and change DBA information on all of your accounts. This may be an Accountant or General Manager. This person may also sign for gift card and terminal orders.

Manager: This person may call in transaction problems and view individual store transactions on the website.

Cardholder Data Storage Compliance & Service Provider

Do you use a third party (other than Worldpay) to store, process or transmit cardholder data? Yes No
Do you store cardholder data? Yes No

Primary Service Provider or Software Developer:
Software used by third party: _____ Version #: _____

Have you ever experienced an Account Data Compromise? Yes No If yes, provide date of compromise: _____ If yes, have you completed remediation? Yes No

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant: (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth above in this Merchant Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA-DSS").

Merchant Authorization

- Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Application have the meanings specified in the Agreement Terms and Conditions. This Agreement is between Worldpay Integrated Payments, LLC ("Processor", "us", "our" or "we"), the legal entity or sole proprietor identified on page 1 of this Application (the "Merchant", "you" or "your"), and the Member Bank named on page 1 of this Application ("Member Bank"). Member Bank is a member of Visa, U.S.A., Inc. ("Visa"), MasterCard International, Inc. ("MasterCard"), and Discover Financial Services, LLC ("Discover"). We are a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover.
- No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) made to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original.
- The undersigned individual ("Signer") represents and warrants that Signer is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By Signer's signature below on behalf of Merchant, Signer certifies that: (i) Merchant has received a full and complete copy of this Agreement, (ii) Signer has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, and (iv) all information provided in this Application is true and accurate.
- You irrevocably authorize us to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to you pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, you authorize us immediately to correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us.
- The acceptance and processing of Merchant Sales Drafts by Member Bank and/or us shall be deemed the consent and execution by us and Member Bank of the Agreement and furthermore shall evidence ours and Member Bank's receipt of and approval and agreement to this Application signed by you. If you do not want to participate in the American Express Program, the applicable Opt Out Box has been marked.
- By signing below, Signer(s), on behalf of the Merchant: (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Association Operating Regulations. Signer(s) individually authorize(s) us or our representative to: (i) investigate Signer and/or Merchant by utilizing a third-party credit reporting agency, (ii) share information provided in this Application with third parties for fraud and risk purposes, and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partners for the possible provision of substantially similar services.
- **Point of Sale Authorization:** You hereby authorize the below listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation.
Your authorized point of sale reseller is: _____ Your authorized point of sale developer is: _____

You acknowledge receipt of the "Merchant Processing Agreement" also referred to as the "Agreement" which consists of this page and the two (2) preceding pages and the accompanying Price and Equipment Schedule (the "Application"), and any other applicable amendments, schedules, exhibits, and attachments, including the documents listed below which accompany this Application or are otherwise provided to you via <http://info.worldpay.com/vipcontract.html>. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on the Worldpay agreement website (<http://info.worldpay.com/vipcontract.html>), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your Application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (866) 622-2390 or your Relationship Manager. If you disagree with any terms and conditions set forth in the Agreement, do not accept service or sign this Application.

- Terms and Conditions
- Addendum A – General Services Addendum
- Network Interchange Schedules (as applicable)
- Association and Network Fees Schedule
- Rules Summary
- Privacy Notice

Signature:

Name (printed): _____ Title: _____ Date: _____

Unlimited Personal Guaranty

In exchange for Processor's and Member Bank's acceptance of this Agreement, the person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant. By signing below, each Guarantor: (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that Guarantor received and read those Continuing Unlimited Guaranty provisions. The individual signing below authorizes us, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of Guarantor by utilizing a third-party credit-reporting agency.

WAIVED, an individual Name (printed): _____ Date: _____

Home Address (Physical Address Only – No PO Boxes)	Years at Address	Date of Birth	Phone Number
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This Application must be returned to Worldpay on or before January 15, 2020



**Worldpay Integrated Payments
Merchant Processing Agreement
PRICE AND EQUIPMENT SCHEDULE**

Rates and Fees Schedule

Pricing Type: <input type="checkbox"/> Tiered <input type="checkbox"/> Interchange Plus	Rate	Per item	Other Services	Rate	Per item
Visa/MasterCard/Discover/PayPal Credit			<input type="checkbox"/> Tiered <input type="checkbox"/> Interchange Plus PIN Debit		
Visa/MasterCard/Discover Debit			<input type="checkbox"/> American Express Direct Program	Set By Amex	
<input type="checkbox"/> American Express OptBlue® Program			Existing American Express Account?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated American Express Volume:			If Yes, Existing American Express SE#:		
EBT			EBT Merchant FNS #:		

If your annual estimated American Express Sales are greater than \$1,000,000 you are not eligible for the American Express OptBlue® Program.

By checking this box, Merchant elects to opt out of the American Express OptBlue® Program

The most favorable tiered discount and interchange plus pricing available for each payment plan type including the rates and per item and authorization fees, per transaction type are based upon you complying with all processing requirements as established by the applicable governing authority (i.e., a fully qualified transaction). See the Terms and Conditions for more information regarding non-qualifying surcharges and other fees. Per item fees are calculated per transaction, and rates and other percentage fees are calculated by multiplying the rates or fees and your applicable transaction volume. A list of additional fees/rates can be found below under the heading "Other Rates and Fees" and certain of the Association Fees and Assessments can be found on the agreement website listed on page 3 of the Application.

Where **Tiered** pricing is provided, as indicated above, the fees quoted in the above rates and fees schedule plus Association and Network charged fees and assessments apply, with transactions that are not fully qualified transactions being subject to non-qualified surcharges up to 2.59% and \$.10 in addition to the rates quoted. Where **Interchange Plus** pricing is provided and otherwise for Other Services, as indicated above, the fees quoted in the above rates and fees schedule shall apply plus interchange rates and Association and Network charged fees and assessments with transactions that are not fully qualified transactions being additionally subject to higher interchange rates and assessments published by the applicable Associations and Networks plus a fee up to 2.45%. For a complete list of interchange rates for Visa and MasterCard, visit the websites: <http://www.visa.com> and www.mastercard.com. You acknowledge that interchange rates and Association and Network fees and assessments are subject to change without notice.

Other Rates and Fees

Batch/ACH Fee (per occurrence)		Retrieval Fee (per occurrence)		FastAccess™ Funding (per occurrence) ⁵	
Voice Authorization Fee (per occurrence)		Minimum Monthly Discount (per MID)		Next Day Funding Monthly Fee (per MID) ⁶	
Voice AVS Fee (per occurrence)		Application Fee (per MID)		Monthly Statement Fee (Per MID)	
Dial Back-Up Fee (per occurrence)		Account Updater Setup Fee (per MID) ²		Non-Sufficient Funds (per occurrence)	
Account Maintenance Monthly Fee (per MID)		Account Updater Monthly Fee (per MID) ²		Monthly Signature Merchant Location Fee (per MID)	
TransForm Tokenization Monthly Fee (per MID) ² Payment Account Identifier (PAI) Maximum _____		Account Updater Charge (per valid update) ²		TriPOS Setup Fee (per MID)	
		Chargeback Service Fee (per MID) ³		TriPOS Monthly Fee (per MID)	
Additional Fee per each TransForm Token PAI in excess of PAI Maximum ²		Optional Service – Check Commerce ACH Service (per transaction)	\$0.02	Store and Forward Monthly Fee (per MID) ⁴	
OmniShield Assure Monthly Fee (per MID) ⁷		OmniToken (per tokenization event) ¹		Technology Gateway Fee (per MID)	
Pay at the Table monthly Fee (per MID) ⁸					

PCI Non-Validation Fee/ Non-Compliance Fee \$19.95/Month/MID. For OmniShield Security and other security service terms and information, see Addendum A and the Agreement Terms and Conditions.

¹See Section 1 of Addendum A for additional terms and information. ²See Section 3 of Addendum A for additional pricing, terms, and information. ³See Section 4 of Addendum A for more information. ⁴See Section 6 of Addendum A for terms and information. ⁵See Section 7 of Addendum A for terms and information. ⁶Batch must be closed by 7pm ET. ⁷Required for PCI Level 4 Merchants, see Section 1 of Addendum A for terms and information. Includes (dependent upon Merchant Payment Solution): PCI Assist, Breach Assist, Point to Point Encryption, and EMV Support Services. ⁸See Section 9 of Addendum A for terms and information. Upon our provision of any services associated with items in this other rates and fee schedule, such additional services will be part of the Services assessed at the amounts listed above or, where no amount is listed, at our then standard rates and fees.

Equipment and Third Party Product and Services Fees

In addition to other amounts owed under the Agreement, you will owe us the following amounts for equipment and the below indicated purchased products and services. You authorize us to debit the Designated Account in the amount of such charges, in accordance with the Terms and Conditions.

Description	Quantity	Per Item Cost or Fee	Other Terms
*Total Cost/Fees			*plus any applicable shipping fees and sales tax.

Shipping Address for Equipment: _____ City: _____ State: _____ Zip: _____

Terminal Setup Information: Please select the appropriate setup of your equipment. (These settings can be changed after the equipment is deployed if necessary)

Processing Platform: IP Processing with Dial Backup Dial Only
 Tips enabled: Yes No Reporting by Server/Cashier Number: Disabled Enabled
 PIN Pad needed for Debit or EBT transactions requiring PIN entry
 To Receive Funding batch must be settled manually at the end of your business days

Card Verification Methods (CVM):

All – Includes support for Chip+PIN and Chip+Signature (if no CVM is selected this will be the default selection)
 Require Signature only** – If this box is selected we will only require signature and will not prompt for PIN on Chip+PIN preferring cards. **Note, if you check this box you may be liable for: (a) chargebacks on lost and stolen cards ; and (b) EMV contactless transactions above \$50, with certain card brands.
 Not available through all POS systems, contact your POS Provider to determine if your POS System supports this option.

CONFIDENTIAL

ADDENDUM A – GENERAL SERVICES ADDENDUM TO THE AGREEMENT

This General Services Addendum including all exhibits, schedules and supplemental addenda hereto and all documents and materials referenced herein (“Addendum A”) will be an addendum to the Merchant Processing Agreement or Bank Card Merchant Agreement, as applicable, (“Agreement”) between Processor, Member Bank and Merchant in accordance with the provisions as set forth in the Agreement. If there is a conflict in the terms or pricing provided in this Addendum A and the pricing or terms in any price schedule or amendment otherwise contained in the Agreement, the pricing or terms contained in the Agreement, without reference to this Addendum A, will control.

1. Security Services.

a. Terms and Conditions.

(i) OmniShield – generically refers to Processor’s multiple security and risk products and services that collectively are meant to help merchants address payment fraud, data security, compliance and financial loss risks. OmniShield products and services are available to purchase through OmniShield Assure

(ii) Merchant Risks – refers to the four, major risk areas associated with accepting, transporting and storing cardholder data

- Fraud – The use of a lost, stolen or counterfeit payment card by an unauthorized user that may result in additional merchant liability
- Data Security – The ability to convert clear, PCI sensitive payment data into a surrogate, PCI non-sensitive value that if captured by an unauthorized user cannot be used to commit fraud against the original cardholder
- Compliance – The ability to handle PCI sensitive payment card data in alignment with appropriate network rules and PCI standards
- Financial Loss – The potential impact of a merchant failing to address Fraud, Data Security and/or Compliance requirements (e.g., fines, fees, remediation costs, lawsuits, etc.)

(iii) OmniShield Assure – A required service offering for PCI Level 4 merchants and is limited to PCI Level 4 merchants only and bundles together all the following security and risk products and services:

- PCI Assist
- Breach Assist
- EMV Support Services
- Encryption

Additionally, Card Not Present PCI Level 4 merchants may also select and buy separately:

- Tokenization
- eProtect (eProtect requires Tokenization to also be enabled)

(iv) PCI Assist – PCI Assist is a set of streamlined online tools to help merchants achieve, maintain and track PCI compliance. PCI Assist helps clients review PCI DSS compliance requirements and complete their Self Assessment Questionnaire (SAQ) and, as recommended, conduct periodic vulnerability scans of their network. PCI Assist is required for SAQ merchants to report their compliance status to Processor.

(v) Non-Validation Fee (NVF) / Non-Compliance Fee (NCF) – In alignment with Section 6(G) of the Agreement Terms and Conditions, Merchant is responsible for demonstrating compliance with PCI DSS programs. Failure to report compliance validation status or reporting a failed status to Processor will result in a NVF/NCF being assessed. Active merchants will have a 60-day grace period to validate and report compliance validation status. Merchant’s compliance validation and reporting status will be evaluated monthly. This fee will only be assessed if the Merchant has failed to report the status or has reported a failed status and will not be assessed once Merchant meets compliance requirements.

(vi) EMV Support – Europay, MasterCard, and Visa (“EMV”) is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Processor is enabled to process in-store EMV transactions to help reduce fraud liability.

(vii) EMV Non-Enabled Fee - The EMV Non-Enabled Fee is applicable if Merchant does not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of Merchant’s MCC as determined by Processor. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

(viii) Breach Assist – In the event Merchant is enrolled in the Breach Assist Program (“BAP”) offered by Processor through OmniShield or otherwise, the indemnification required by Merchant under this Agreement will only be reduced by amounts up to the limits set by the service provider that are actually recovered by Processor in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely Merchant. The limited indemnity waiver provided by the BAP will not cover all the costs associated with a data breach. The specific terms and conditions of the BAP are available for Merchant to review at www.RoyalGroupServices.com/breach-assist/ or by contacting a customer service representative at 1-800-393-1345.

(ix) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Processor’s service offering availability requires alignment between the encryption technology deployed within

the Merchant’s terminals and the decryption technology hosted by the service provider, which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Merchant’s sole expense) and may not be supported on all terminals/equipment.

Merchant acknowledges and agrees that encryption functionality is required and may require Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Merchant also acknowledges that provision of Processor’s service offering to Merchant may require a corresponding decryption technology license and that Processor’s service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Processor maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.

The value proposition associated with encrypting and decryption payment data (i.e., affects to Merchant’s risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Processor has identified three different Encryption service offerings:

- Card Data Encryption – risk reduction, no scope reduction
- Point to Point Encryption – risk transference and scope reduction in alignment with PCI QSA evaluation
- Validated Point to Point Encryption – risk transference and scope reduction in alignment with PCI guidelines for PCI listed P2PE solutions

Point to Point Encryption assumes: (i) Payment data is encrypted within a PCI-PTS certified Secure Cryptographic Device (SCD), using a NIST defined strong encryption algorithm, with encryption keys that were generated and handled in alignment with X9 standards and (ii) Encrypted payment data is only decrypted by Processor within Processor’s data systems.

Payment data information protected by the encryption service offering may include Track 1 or Track 2 data, obtained through a magnetic card swipe read, or PAN Data, obtained through manual entry directly into the SCD. The encryption service offering applies only to transactions that were encrypted and sent by the SCD to Processor’s authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN).

(x) eProtect – eProtect is a two part service designed to (i) capture payment data information from a given webpage using embedded Card Not Present eCommerce Data Security technology and, (ii) submitting the card data to a Processor hosted Card Not Present eCommerce Data Security server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Merchant’s eCommerce website. Merchant acknowledges and agrees that it will acquire said Card Not Present eCommerce Data Security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Merchant web pages. Information protected by the Card Not Present eCommerce Data Security Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded Card Not Present eCommerce Data Security technology. The resulting Registration ID / Low Value Token must subsequently be submitted to the Processor’s processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see Tokenization Service). Merchant acknowledges that provision of the Card Not Present eCommerce Data Security services to Merchant is subject to Merchant completing integration and certification efforts with Processor. Merchant acknowledges that eProtect will result in Merchant automatically being enrolled in Processor’s Tokenization service.

(xi) Tokenization - Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate (“Token”) value. Deliverables of the Tokenization service include: (1) the creation of tokens and (2) the recognition and use of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to PAN data will be maintained in Processor’s systems. Merchant access to the Tokenization service requires integrating and certifying systems to token services using Processor’s appropriate message specification. Message specifications are limited to those that exist in Processor’s current Service offering. The Parties agree that the scope of the Tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Merchant to support Tokenization services. The processor has identified the following types of Tokenization services.

- OmniTokens are tokens generated in such a way as to retain some of the digits of the original card value, be format preserving (i.e., length preserving and character set preserving), and be consistent across numerous requests (i.e., the same card value will result in the same token value in the context of a given merchant). OmniTokens are not limited to a specific platform and can be used interchangeably between processor’s different platforms.
- mTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. The link between a card value and an mToken is indirect in that the mToken references a given transaction, which in turn references a given card value. Note: mTokens are limited to

transactions processed through processor's S1 platform only.

- eTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. eTokens are used as an index value into processor's data vault, which subsequently stores the associated card value. Note: eTokens are limited to transactions processed through processor's Express platform only.

Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to Merchant for the use of each service.

- "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request
- "Non-Standard Tokenization" is provided as separate "non-authorization" message to the Processor that results in a token being generated and returned outside of a purchase transaction
- "Graphical User Interface (GUI) Tokenization" is provided for Merchant operations personnel with appropriate credentials to convert or revert card values and tokens via Processor provided product interface(s).
- "Batch Tokenization" / "Batch Detokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data, and will mean the process of receiving a file that includes multiple values, performing the tokenization / detokenization process as appropriate for each value and returning a response file that includes the corresponding appropriate value.

Upon Tokenization services termination, Merchant will have 90 days to request, via written request to Processor, a Batch De-Tokenization of the Merchant's token store, located within the Merchant's systems. For purposes herein, Batch De-Tokenization will mean the process of the Processor receiving a file from Merchant that includes multiple token values, Processor performing the de-tokenization process for each token value and Processor returning a response file to Merchant that includes the corresponding card values for each token. After 90 days, Processor will no longer be responsible for maintaining the data necessary to De-Tokenize Merchant's token store or able to guarantee availability of data. Upon mutual agreement, Processor may offer the Merchant De-Tokenization Data Management Services under a separate agreement to support the token store after the termination of the current agreement supporting Tokenization services.

(xii) Security Services – Merchant may utilize OmniShield products and services ("Security Services") in conjunction with services provided wholly or partially by a third party with the support and agreement of Processor. Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Bank Rules, the Operating Regulations, and the Laws. Accordingly, Merchant's use of Security Services is at Merchant's own risk. Processor's decision to offer Security Services will not limit Merchant's duties and obligations contained in this provision or the Agreement. Processor does not warrant or guaranty that use of the Security Services, in itself, will: (i) result in Merchant's compliance with Bank Rules, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Merchant agrees that it will not acquire any interest in (ownership, intellectual property or otherwise) in any of the third party provider software used to provide the Security Services. Merchant will not, and will have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third-party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.

(xv) triPOS® Service - The triPOS® Service is a turnkey, EMV certified payment processing application designed to process transactions that is compatible with the Processor's processing platform and helps reduce the scope of Merchants' PCI-DSS with P2PE and tokenization technology.

b. Pricing

(i) OmniShield Assure (see below footnotes 1 and 2)	See application
(ii) PCI Assist (see below footnotes 1 and 3)	Quoted
(iii) P2PE (see below footnote 1)	Quoted
(iv) eProtect (see below footnote 1)	Quoted
(v) OmniToken™ (see below footnote 1)	Quoted
(vi) Vault™	See application
(vii) PCI Non-Validation Fee (see below footnote 4)	See application
(viii) EMV Non-Enabled Fee	
Low Risk	0.05% of the gross sales per month
Moderate Risk	0.15% of the gross sales per month
High Risk	0.27% of the gross sales per month
(ix) triPOS™ Service	See application

Footnotes to above Section 1(b).

- Pricing provided as a separate attached quote or for level 4 merchants on the Application
- Required by and available only to PCI Levels 4 merchants.
- Required by merchants using an PCI DSS SAQ
- Assessed only if merchant fails compliance validation or fails to report compliance validation

2. Electronic Benefits Transfer ("EBT") Services.

The Financial Management Services ("FMS") of the U.S. Department of Treasury, and/or various of the EBT Program State(s)/Alliance(s), have entered into agreement(s) with third

party processor(s) (collectively and individually, "Contractor") to manage the EBT Program(s) implemented by FMS and/or the EBT Program State(s)/Alliance(s).

Processor has entered into agreements with one or more Contractors (collectively and individually "Processor Agreement") which permit Processor to be an acquirer processor in certain of the EBT Programs.

Acquirer Services will mean the data processing systems and procedures provided by Processor to facilitate Merchant's participation in the EBT Program(s). In the event Merchant receives any of the Acquirer Services or otherwise participates in any of the EBT Programs, Merchant agrees to the following obligations which are in addition to Merchant's obligations in the Agreement and in addition to any other obligations in the Operating Rules relating to the EBT Program(s) and/or Acquirer Service(s), as they may be amended from time to time.

1. Merchant will be solely responsible for obtaining a copy of the then current Operating Rules for each EBT Program in which Merchant elects to participate from the applicable Contractor, EBT Program State/Alliance, FMS or Processor, no less than 30 days prior to the commencement of Merchant's participation in each such EBT Program. Merchant agrees to abide by and fully comply with the documentation as may be in effect from time to time, and to perform and fulfill any and all obligations and responsibilities, and discharge any and all duties and liabilities relating to Processor, Contractors or retailers to which it may be subject in accordance with such documentation or other rules or regulations adopted by Contractor(s), FMS or the EBT Program States/Alliances, or which may arise in any other manner or from any other source related to the Acquirer Services or the EBT Program(s).

2. Merchant will provide personnel, one of whom will be a management level technical interface person, to monitor, oversee and maintain its devices participation in the EBT Program(s). This personnel will also be responsible for monitoring Merchant's compliance with documentation, including but not limited to, each EBT Program's procedures and requirements applicable to Customer and its processor and for ensuring Merchant fulfills all of its responsibilities in connection with its participation in each EBT Program.

3. Processor will make available to Merchant activity files of its EBT Program transactions in a Processor format, unless similar information is provided by Processor through other services provided to Merchant.

4. Processor will not provide: (i) routing of activity files received from Contractor(s) to Merchant; or (ii) any other files or reports not specifically described above. Merchant will be responsible for, and agrees to pay Processor, all telecommunications fees, assessments and related expenses in connection with Processor establishing and maintaining a link with each Contractor in order to provide Acquirer Service to Merchant. Processor may allocate such fees, assessments and related expenses in such manner as it deems advisable in its sole discretion.

5. Merchant agrees to allow the auditors of Processor, Contractor(s), FMS or the EBT Program State(s)/Alliance(s), to review the files held and procedures followed, and inspect the facilities used, by Merchant in connection with the Acquirer Services or the EBT Program(s). Processor may be required to perform on-site inspections of Merchant's premises and Merchant agrees to be responsible for Processor's out-of-pocket expenses and its standard fees for the time spent by Processor's personnel (which will be assessed at Processor's then current Standard Hourly Rate) in conducting such on-site inspections.

6. Merchant agrees to immediately notify Processor and the applicable Contractor in writing of any changes in the goods and services for which EBT Program cards are accepted as payment from participants in the applicable EBT Program.

7. Merchant authorizes Processor to provide Contractor(s), FMS and/or the EBT Program State/Alliance with such information about Merchant, as requested or required according to the Processor Agreement(s), the Retailer Agreement(s), the Operating Rules or the other documentation, or as may be required to participate in the EBT Program(s).

8. Merchant agrees to take all steps necessary to settle with Processor for EBT Program transactions involving Merchant's terminals in accordance with Processor's standards and documentation; and Merchant will be responsible for making any necessary reconciliation or adjustments in accordance with the documentation. Processor will provide Merchant standard Processor reports for the services provided to Merchant. Merchant will always maintain an open checking account at a financial institution which Processor or its agent can access through the Federal Reserve's Automated Clearing House ("ACH") system. Merchant authorizes Processor and its agents to debit and/or credit the account to settle any and all amounts due under the Agreement and any Addenda including, but not limited to, processing fees and transaction settlement. Unless otherwise agreed to in writing by Processor, Merchant will be treated as one settlement endpoint with respect to all transactions processed by Processor using Acquirer Services. Merchant will always maintain the account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires to change the account or the financial institution where the account is located, Merchant will give Processor at least 30 days prior written notice of any such change.

3. TransForm® Tokenization Services.

a. TransForm Tokenization. In addition to the terms of the Agreement, these TransForm Tokenization Service terms apply to Merchant's use of the Account Updater Service and TransForm Tokenization Service to store authorized customer billing

information for recurring transactions and may be provided by Processor and one or more affiliates of Processor.

b. **Definitions.** The following terms when used in this Agreement will have the meanings set forth in this section:

- i. **"Account Updater Service"** means a service provided through the Associations that enables Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Account Updater program. The availability or functionality of the Account Updater Service may be modified by the Associations or Processor's acquiring bank upon notice to Merchant.
- ii. **"Authentication Data"** means the full magnetic stripe data, the CVV2/CVC2/CID and the PIN or PIN block located on credit cards and debit cards.
- iii. **"PAD"** means payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information.
- iv. **"PAI"** means Payment Account Identifier. PAI is a unique identifier that is assigned by Processor that references a payment account record.
- v. **"TransForm@ Tokenization Service"** means the Processor service designed to move Merchant's customer cardholder data offsite to Processor's PCI DSS compliant storage facility. Processor's servers create and then return a unique PAI to the Merchant's software application. Encryption is used to protect cardholder data while in transit. Using the PAI, Merchant can bill a card on file and/or schedule automatic payments, enabling the Merchant to securely process transactions from payment account records.

c. **Pricing.** The rate and fees set forth in the Application for TransForm Tokenization and Account Updater apply. Processor will charge Merchant the monthly fee set forth in the Application per MID for its use of the TransForm Tokenization Service.

i. **TransForm Tokenization Service Storage Fees.** Merchant agrees to pay Processor the TransForm Tokenization fixed monthly fee listed in the Application which, if not listed is \$30.00, per MID provided that the total PAIs stored for such MID does not exceed the PAI Maximum per month (the "PAI Maximum") which such PAI Maximum is listed in the Application which, if not listed is 500. Should the total PAIs stored in any month for such MID exceed the PAI Maximum, Merchant agrees to pay the additional fee listed in the Application which, if not listed, is \$0.09, per each PAI stored in such month for such MID in excess of the PAI Maximum.

ii. **Account Updater Service Pricing.** Merchant agrees to pay Processor the Account Updater setup fee, fixed monthly fee, and updater fee listed in the Application which amounts, if not listed in the Application, are respectively \$99.00, \$30.00, and \$0.80. Merchant may terminate receipt of the Account Updater Service at any time upon 30 days prior written notice to Processor without further liability for the Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Processor will charge Merchant the one-time set-up fee per Merchant identification number ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Account Updater Service. The set-up fee is applied upon the start or re-start of Account Updater Service for each MID. A "valid update" is as an update in which a match for the cardholder's account number is made and either: (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided.

d. **Term.** These TransForm Tokenization terms will run coterminous with the Merchant Processing Agreement. Processor may additionally terminate provision of the TransForm Tokenization Services on 30 days prior written notice to Merchant for any or no reason; or immediately (a) if Merchant is in material breach of its obligations under the Agreement, including these TransForm Tokenization terms, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Processor reasonably believes that continuing to provide the TransForm Tokenization Service to Merchant could create a substantial economic or technical burden or material security risk for Processor.

e. **Access to Information After Termination.** Upon termination of Merchant's use of the TransForm Tokenization Services and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Processor's reasonable discretion.

STORED DATA	DATA RETRIEVAL FEE
1 - 5,000 PAI's	\$2,000 (minimum data retrieval fee)
5001 - 250,000 PAI's	\$0.40 per stored record
250,001 - 500,000 PAI's	\$0.35 per stored record
500,001 - 750,000 PAI's	\$0.25 per stored record
750,001+ PAI's	\$0.20 per stored record

f. **Communication Methods.** Merchant will establish and maintain secure data communication connections and will transmit data to Processor in the format required by Processor.

g. **Use of TransForm Tokenization.** Merchant will immediately update PAD upon additions, deletions, and changes to the underlying data. Merchant will create, delete, and query payment account records in accordance with instructions provided by Processor.

h. **Use of Account Updater.** Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Account Updater Service and hereby

agrees to comply with the Merchant requirements of the Account Updater terms of use as set forth in the Operating Regulations. The Account Updater Service may not interface with third party software or third party services, if Merchant uses third party software or a third party service to process recurring transactions then Merchant understands and agrees that Merchant may be required to make manual updates to recurring transaction information based on Account Updater Service updates.

i. **Disclaimer of Warranties.** The TransForm@ Tokenization Service is being provided to Merchant by Processor "as-is" and without any warranty of any kind. Processor disclaims any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

j. **Indemnification.** In addition to the indemnification obligations of Merchant under the Terms and Conditions to the Agreement, Merchant agrees to indemnify, defend and hold harmless Member Bank and Processor, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Merchant's use of the TransForm Tokenization Service, (ii) Merchant's storage of any cardholder data, or (iii) Merchant's breach of the herein TransForm Tokenization terms.

k. **Limitation of Liability.** In addition to Processor's limits of liability set forth under the Terms and Conditions to the Agreement, under no circumstances will Processor be liable to Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to Processor's provision of the TransForm Tokenization Service hereunder, regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Processor has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property). The parties expressly agree that the total liability of Processor (including, without limitation, for Processor's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate TransForm Tokenization service fees actually received by Processor from Merchant during the one month period ending on the date on which the event giving rise to the claim for damages occurred. Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Processor, and Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

4. **Chargeback Service Fee.**

The below tiered Chargeback Service Fee shall apply to Merchant. Beginning on the Effective Date the Chargeback Service Fee will be charged monthly per MID at the below Tier 1 amount and thereafter, on a semi-annual basis, which first such semi-annual period may be less than six (6) months, Merchant's highest annual number of chargebacks within the term of the Agreement, shall determine the applicable monthly fee tier assessed. In the event Merchant has twenty-six (26) or more chargebacks in any annual period, thereafter Merchant will be charged \$25.00 per chargeback, in lieu of a monthly fee. If Merchant has less than twelve (12) months of transaction history with Processor, Merchant's actual number of chargebacks will be annualized in the above semi-annual reviews to determine the below applicable tier. Notwithstanding the foregoing, if Processor at any time, in its reasonable discretion, believes that Merchant will have twenty-six (26) or more chargebacks in any annual period, upon notice to Merchant, Processor may charge Merchant a fee of \$25.00 per chargeback, in lieu of a monthly fee.

Tier	Annual Number of Chargebacks	Monthly Fee
1	0	\$10.00
2	1-2	\$15.00
3	3-4	\$20.00
4	5-8	\$25.00
5	9-12	\$30.00
6	13-17	\$40.00
7	18-21	\$45.00
8	22-25	\$50.00

5. **Additional Services or Expenses.**

Merchant agrees that Processor may charge Merchant for any non-specified service it provides Merchant ("Additional Service") or expense it incurs on behalf of Merchant ("Additional Expense") any time after Merchant's initial receipt of the same, and Merchant agrees to pay for such service (at Processor's standard fees in effect from time to time) or expense in accordance with this Agreement. Merchant acknowledges and agrees that it will notify Processor in writing and in accordance with the notice provisions of the Agreement in the event Merchant does not want the Additional Service and that such written notice will be sent to and actually received by Processor within 90 days of Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Merchant will not dispute, and will be unconditionally obligated to pay for, any Additional Service fees for which Merchant has not provided and Processor has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

6. **Store and Forward Service.**

The Store and Forward service is a secondary, offline option of credit card acceptance enabled typically in the event of internet connectivity down-time. Store and Forward may be applicable as a temporary solution for businesses needing to accept payments in environments without access to the internet, such as trade shows or farmer's markets. Optionally, businesses sometimes elect to process offline transactions with a working internet during times of peak business demand. When Store and Forward is enabled, it

allows merchants to store transactions offline until either internet connectivity has been restored or the business need subsides. Offline transactions are then forwarded to Processor for a valid card issuer authorization. From the cardholder's perspective, the transaction flow is unchanged, yet the important distinction for the merchant is that the transaction is not authorized in real time and may in fact decline when forwarded. Where there are benefits to this functionality in maintaining transaction up-time especially during times of internet uncertainty, there are also risks and an assumption of liability by you which need to be carefully considered as set forth below in this section. You understand and agree that use of the Store and Forward Services is dependent on the point of sale system configuration and capabilities for the processing of such service transactions which you are solely responsible. Further, with regard to the Store and Forward services, it is important that you and your point of sale service providers and integrated software vendors understand and agree that there are inherent risks when not obtaining an authorization at the time of the transaction and those risks, between you and us, rest solely on you. Transactions processed via Store and Forward are high risk and may be declined, error out, or otherwise fail to process when forwarded to us. When enabling Store and Forward, you accept full liability for all transactions, whether or not an authorization approval code is received, including loss of revenue due to declined or failed transactions, chargebacks, and losses, fees, fines, and penalties related to transactions processed via the Store and Forward application. Further, we are not liable to you in the event the transaction data is not stored within the point of sale device for any reason. We make no warranty, expressed or implied, with respect to servicing, processing, or acceptance of Store and Forward transactions and you assume all liability when using or otherwise accepting to process in a Store and Forward/offline manner.

7. FastAccess™ Funding Service.

a. FastAccess™ Funding Program Services. The FastAccess funding program provides accelerated funding of Merchant's card transactions, typically between two and five hours after settlement of Merchant's credit and debit card transactions, by way of Original Credit Transaction ("OCT") through VisaNet or Maestro which permits Processor through Member Bank to initiate credits to a designated Visa or MasterCard debit card account that Merchant will be requested to provide (the "FastAccess Services"). Prior to using the FastAccess Services Merchant must provide Processor a debit card account in a PCI compliant manner. The debit card account designated by Merchant must be a U.S. issued debit card with an institution that is enabled for OCT transactions. Merchant authorizes Processor to initiate a zero dollar authorization to such account as part of the establishment of Merchant's use of the FastAccess Services.

b. Pricing. The fee for the FastAccess Services is listed on the Application and charged on a per occurrence/deposit basis. If no fee is listed on the Application then Merchant will be charged Processor's then standard rate for the use of the FastAccess Services.

c. FastAccess Services Terms, Conditions and Limits. The FastAccess Services are part of the Services under the Merchant Processing Agreement and subject to the terms and conditions of Merchant's use of Services under the Merchant Processing Agreement as well as the terms, restrictions, and condition in this Addendum A which include those listed below:

- i. Limits. The per transaction limit applicable to the FastAccess Services is \$15,000.00. Daily limits also apply.
- ii. Limitations on Availability of FastAccess Service. FastAccess Services is not supported by all Card issuers.
- iii. Changes to or Removal of Attributes, Requirements, and Functionality. Visa, Maestro, and Processor may at any time change or remove any of the attributes, requirements, and functional specifications related to the OCT and FastAccess funding program or withdraw such services entirely.
- iv. Default Settlement and Suspension of Service. Transactions that do not meet the requirements, exceed the limits, or are otherwise not settled via the FastAccess Services shall route your settlement via the normal ACH Card transaction settlement solution under the Services. The trigger of certain limits or limitations may suspend the use of the FastAccess Services.

d. Disclaimer and Limitation of Liability. Merchant understands and agrees that the disclaimer of warranties and limitation of liabilities applicable to Processor and Member Bank set forth under the Merchant Processing Agreement apply to the herein FastAccess Services and neither Processor nor Member Bank shall be liable to Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from the use, delay, inoperability, or other failure of the FastAccess Services.

8. Virtual Terminal Service.

Processor's Virtual Terminal Service (the "VT Services") is an enhancement to Processor's Online Reporting Services. Merchant acknowledges and understands that the VT Services allow Merchant to effectuate Card transactions within the Online Reporting Services application in accordance with Processor's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the VT Services arising out of or related to Merchant's use of the VT Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Processor that it has implemented and will maintain secure systems for use of the VT Services and the transmission of information to Processor. Merchant further acknowledges and agrees that Processor's only obligation will be to make the VT Services available on Processor's system in accordance with Processor's then-current standards. Merchant acknowledges and agrees that Processor's Online Reporting Services are required for use of the VT Services and that Processor's standard terms, conditions, and fees associated with the Online Reporting Services shall be and remain in effect. Merchant shall pay the following fees to Processor for the VT Services in addition to Processor's fees for the Online Reporting Services:

- i) Program Setup Fee up to \$150.00
 - ii) Monthly Usage Fee: up to \$30.00/month
 - iii) Transaction Fee up to \$0.08/transaction*
- *This fee is in addition to all other applicable fees and charges for a transaction.

9. Pay at The Table. Pay at the Table service enables mobility and line busting advantages to EMV transactions and tableside payments. This service uses functionally enabled Wi-Fi or Bluetooth PIN Pads and an updated queuing technology between the device (s) and your point of sale system. This queuing feature allows you to use one device to many POS workstations or multiple devices to a single POS workstation.

10. eWIC. eWIC service is an electronic benefits program under the USDA's Food and Nutrition Service specially designed as a supplemental nutrition program for women, infants and children (WIC). The federal WIC program combines State approved food benefits used by eligible consumers in participating States and Tribal Member agencies. A State issued eWIC EBT card replace the historically used vouchers/checks. In order for you to process WIC, Processor's eWIC program enables your POS developer to certify your POS solution to Processor and your State specifications. eWIC services are subject to applicable federal and state rules, regulations and laws. Merchant agrees to pay the monthly fee listed in the Application which, if not listed is \$5.00, per MID

11. Online Reporting Services and Fees. Upon Merchant's written request and acceptance of the same by Processor, Processor will allow access to Processor's proprietary and confidential Direct, Direct Express, or iQ service (collectively "Online Reporting Services") whereby Processor makes available Processor's data base of Merchant's activity. Processor's Online Reporting Services are subject to change without notice and will be provided in accordance with Processor's standards. Merchant may request establishment on Processor's system of one or more user IDs ("User ID") to access the Online Reporting Services. In the event Merchant utilizes Processor's iQ online reporting tool, Merchant will have User ID administration capabilities which may be subject to software licensing terms as applicable. User ID Setup and Standard Maintenance will be performed in accordance with Processor's general timeframes, standards, and scheduling. Although not obligated to, Processor reserves the right at its option and without notice to suspend the password on a User ID or inactivate and/or delete any User ID if it has not successfully logged on to the Online Reporting Services in a sixty day (or other interval determined by Processor) period, it has shown suspicious activity or Processor determines that there is or may be a violation of Processor's then current security procedures or standards involving the Online Reporting Services or Merchant's access to the same. However, Merchant shall provide Processor with prompt written notice of all User IDs which are no longer active, should be deleted and/or should otherwise be changed (e.g., password change, etc.). Processor reserves the right (but shall not have any obligation) to request that Merchant designate in writing those employees or agents of Merchant which may authorize establishment of Merchant IDs on Processor's system. However, Merchant shall be solely responsible for any unauthorized access to the Online Reporting Services and Merchant's data therein including but not limited to unauthorized Merchant employee or agent access, action taken on behalf of Merchant or at the request of any of Merchant's employees or agents (even if not authorized) and/or failure to notify Processor in writing and independently verify suspension of a password on a User ID or inactivation and/or deletion of a User ID. Merchant acknowledges that Processor's standard policy and practice is to truncate all primary account numbers ("PAN") appearing on the Online Reporting Services. However, Merchant has requested that certain of its User IDs will be established with the ability to view the entire PAN. Merchant acknowledges that there is risk involved in accessing a full PAN, and Merchant hereby assumes all such risk, whether or not foreseeable. Merchant shall not sell, purchase, provide, or exchange any PAN accessed via the Online Reporting Services to any third party, and Merchant shall be fully responsible for any unauthorized disclosure of any such PAN. Although not obligated to, Processor reserves the right at its option and without notice to suspend the ability to view full PANs on a User ID without prior notice to Merchant in Processor's reasonable discretion. Merchant shall provide Processor with prompt written notice of all User IDs which need access to full PAN data, and Merchant will supply Processor with all information reasonably requested by Processor in order to properly establish such User IDs. In conformance therewith, Merchant shall be solely responsible for ensuring the accuracy of all User ID's with access to full PAN Data, and Merchant shall be solely responsible for any use of a PAN by Merchant or its agent, officer, employee, or other user of any of Merchant's User IDs, whether authorized or unauthorized, and Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all legal and accounting fees and expenses and all collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the use of the Online Reporting Services system by Merchant or its employees, agents, or officers. In the event Merchant accesses the Online Reporting Services through one or more third parties (e.g., through the internet, a third party provider, etc.), Merchant acknowledges and agrees that Processor shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including but not limited to inability to access the Online Reporting Services, interruption in access to the Online Reporting Services, errors or inaccuracies in data received by Merchant, etc. Not limiting the generality of the foregoing, Processor's only obligation will be to make the Online Reporting Services available on Processor's system in accordance with Processor's standards. Merchant agrees that even if Merchant is billed for the Online Reporting Services pursuant to a Merchant Price Schedule, that all of the foregoing terms and conditions apply to the Online Reporting Services. Processor shall assess fees to Merchant for either Direct, Direct Express, or iQ, depending on which service has been established on Processor's system with respect to Merchant. In the event that Merchant believes that Processor has established the incorrect Online Reporting Service on its system, and/or has billed Merchant for the incorrect Online Reporting Service Merchant

shall send Processor written notice of such fact, and Processor will change Merchant's Online Reporting Service definitions and/or billing as may be appropriate. Merchant shall be responsible for any amounts invoiced to Merchant for the applicable Online Reporting Service that Merchant is actually provided access. Merchant agrees to pay Processor the following fees for the Online Reporting Services and for any action taken by Processor in accordance with the foregoing or at the request of Merchant:

- a) Direct / iQ
 - (i) Enterprise Subscription License Fee \$50.00 / month / User ID used *

* Provides enhanced hierarchy access, User administrator rights, reports, merchant summary, transaction research, alerts, disputes, and large data set access. Each User ID that is used in a given month, as determined by Processor's records of User IDs which have logged onto Direct / iQ, during the month, will result in a separate subscription license fee charge. Available to large, enterprise level merchants.

- (ii) Standard Access No Charge or as otherwise quoted *

* Provides access to reports, merchant summary, transaction research and basic alerts and disputes. Available to small, mid-market level merchants

(iii) Data Edge:

Data Edge for Merchants is an online business intelligence tool available through iQ that is designed to provide access to payment data, with query, dashboard, scheduling, and extract functionality.

- 1. Designer \$150.00 /month / active User ID
- 2. Guided \$50.00 /month / active User ID
- 3. Each Additional Data Component \$25.00 / month / active User ID



**Worldpay Integrated Payments
Merchant Processing Agreement
MERCHANT APPLICATION**

Merchant Business Information			
Application Type: <input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change <input type="checkbox"/> Ownership Change			
Merchant Business Legal Name: <i>(as shown on your business income tax return)</i>			
Business Name: <i>(DBA/Outlet Name)</i>		Business Website:	
Federal Tax ID #: <i>(as shown on your business income tax return)</i>		Year Business Established:	
Type of Goods or Services Sold:		Year Acquired by Current Owner:	
Physical Address <i>(no PO Boxes)</i>	Address:	Mailing Address <i>(if different from physical address)</i>	Address:
	City:		City:
	State:		State:
	Zip:		Zip:
	Phone Number:		Phone:
	Fax:		Fax:
<p>IRS Reporting Verification. Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Annually in January, you will receive a 1099-K providing details of your previous year reportable payment card transactions with a copy being filed electronically directly with the IRS. THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD AGREE WITH THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.</p>			
Disclosure			
<p>IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.</p> <p>IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.</p> <p><u>Member Bank Information:</u> Name: Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (866) 250-9764</p> <p><u>Merchant Services Provider Contact Information:</u> Worldpay Integrated Payments, 8500 Governors Hill Drive, Symmes Township, Ohio 45249 1-800-846-4472</p>			
Signature:			
Name (printed):		Title:	Date:
Business Profile			
Business Type: <input type="checkbox"/> Association/Estate/Trust* <input type="checkbox"/> Individual/Sole Proprietor* <input type="checkbox"/> Publicly Traded Corporation* <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corporation <input type="checkbox"/> Government Federal/State/Local* <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non-Profit/Tax Exempt <input type="checkbox"/> Financial Institution* <input type="checkbox"/> SEC Registered/Other Exempt (i.e. Inv. Advisor/Co, exchange/clearing)* *exempt from Beneficial Owner requirements on page 2. If tax exempt please send your sales tax exemption certificate to your sales representative			
Seasonal Business: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter the months of operation: _____ % Card Swiped _____ % MOTO _____ % Internet _____		Market Type: <input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> E-Commerce <input type="checkbox"/> MO/TO <input type="checkbox"/> Lodging <input type="checkbox"/> Quick Serve <input type="checkbox"/> Other	
Annual Visa/MC/Discover Sales (\$): _____ Requested Highest Ticket (\$): _____ Average Ticket (\$): _____ The above sales volumes and average ticket \$ representations are integral and a condition to the rates and fees set forth in the Price & Equipment Schedule. If your actual sales volumes or average ticket \$ are different than the sales volumes or average ticket \$ represented above, you understand and agree that your rates and fees may be changed.		Customer Return Policy: <input type="checkbox"/> Refund w/in _____ days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None Have you ever had a previous credit card processor terminate your merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? _____ Do you offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input type="checkbox"/> No Duration of extended service or benefit (weeks): _____	
Have you had more than 25 chargebacks within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No		% of Sales that are Business to Business _____	
Do you accept transactions before the customer receives the product or service? <input type="checkbox"/> Yes <input type="checkbox"/> No Percent of sales in this category: _____		Does the Merchant use a Fulfillment House? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, was the Fulfillment House inspected? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Merchant Location: <input type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other: _____		The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises	

Term of Agreement			
Initial Term: _____ Year(s). See Sections 1.A and 7.B of the Terms and Conditions for information regarding the <u>Term</u> of this Agreement and <u>Early Termination</u> , including early termination fees.			
Designated Account: Bank Account to be used for Credit Card Processing Services:			
Bank Name:	Financial Institution 9 Digit Routing Number:	DDA/Checking Account Number:	
FUNDS MAY ONLY BE DEPOSITED INTO A BUSINESS CHECKING ACCOUNT. MERCHANT REPRESENTS THAT THE ABOVE BANKING INFORMATION IS CORRECT AND ACKNOWLEDGES, IF NO BANKING INFORMATION IS PROVIDED, MERCHANT WILL BE UNABLE TO PROCESS TRANSACTIONS UNTIL BANKING INFORMATION IS PROVIDED TO PROCESSOR.			
<input type="checkbox"/> By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials. If you have elected for the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.			
Authorized Representative and Signer Information			
Authorized Representative/Signer Name (First Name, MI, Last Name):	Date of Birth:	Social Security Number:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Email:	Own or Rent?	Years There:	Home Phone:
<p>To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize us and Member Bank or its agents to: (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner, general partner, authorized representative, or Guarantor of Merchant, or providing their Social Security Number on the Application (if such individual asks us or Member Bank whether or not a consumer report was requested, we and/or Member Bank will tell such individual and, if we and/or Member Bank received a report, we and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Agreement.</p>			
Beneficial/Control Ownership – ONLY REQUIRED for Partnerships, Private Corporations, Limited Liability Companies, & Tax Exempt Organizations			
<p>To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For more information go to, https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions.</p>			
Control Owner - An individual with significant responsibility to control, manage, or direct the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
<input type="checkbox"/> Check this box if Control Owner listed above is also a Beneficial Owner, if this box is checked you do not need to relist the Control Owner as a Beneficial Owner below.			
Beneficial Owner #1 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Beneficial Owner #2 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Beneficial Owner #3 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Beneficial Owner #4 – An owner who owns 25% or more of the legal entity			
Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Additional Contact Information			
Name (First, MI, Last):	Name (First, MI, Last):		
Role:	<input type="checkbox"/> Authorized Representative <input type="checkbox"/> Primary Contact <input type="checkbox"/> Manager	Role:	<input type="checkbox"/> Authorized Representative <input type="checkbox"/> Primary Contact <input type="checkbox"/> Manager
Phone Number:	Phone Number:		
Email Address:	Email Address:		

Authorized Representative: Has full rights to your account including: (i) changing banking information, contacts on account(s), and DBA information, and (ii) may view transactions on the portal and will be an admin on the portal, which grants employee access to the account(s).

Primary Contact: Can view transactions on the portal, call in transaction problems, change contacts on account(s), and change DBA information on all of your accounts. This may be an Accountant or General Manager. This person may also sign for gift card and terminal orders.

Manager: This person may call in transaction problems and view individual store transactions on the website.

Cardholder Data Storage Compliance & Service Provider

Do you use a third party (other than Worldpay) to store, process or transmit cardholder data? Yes No
Do you store cardholder data? Yes No

Primary Service Provider or Software Developer:
Software used by third party: _____ Version #: _____

Have you ever experienced an Account Data Compromise? Yes No If yes, provide date of compromise: _____ If yes, have you completed remediation? Yes No

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant: (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth above in this Merchant Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA-DSS").

Merchant Authorization

- Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Application have the meanings specified in the Agreement Terms and Conditions. This Agreement is between Worldpay Integrated Payments, LLC ("Processor", "us", "our" or "we"), the legal entity or sole proprietor identified on page 1 of this Application (the "Merchant", "you" or "your"), and the Member Bank named on page 1 of this Application ("Member Bank"). Member Bank is a member of Visa, U.S.A., Inc. ("Visa"), MasterCard International, Inc. ("MasterCard"), and Discover Financial Services, LLC ("Discover"). We are a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover.
- No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) made to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original.
- The undersigned individual ("Signer") represents and warrants that Signer is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By Signer's signature below on behalf of Merchant, Signer certifies that: (i) Merchant has received a full and complete copy of this Agreement, (ii) Signer has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, and (iv) all information provided in this Application is true and accurate.
- You irrevocably authorize us to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to you pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, you authorize us immediately to correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us.
- The acceptance and processing of Merchant Sales Drafts by Member Bank and/or us shall be deemed the consent and execution by us and Member Bank of the Agreement and furthermore shall evidence ours and Member Bank's receipt of and approval and agreement to this Application signed by you. If you do not want to participate in the American Express Program, the applicable Opt Out Box has been marked.
- By signing below, Signer(s), on behalf of the Merchant: (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Association Operating Regulations. Signer(s) individually authorize(s) us or our representative to: (i) investigate Signer and/or Merchant by utilizing a third-party credit reporting agency, (ii) share information provided in this Application with third parties for fraud and risk purposes, and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partners for the possible provision of substantially similar services.
- **Point of Sale Authorization:** You hereby authorize the below listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation.
Your authorized point of sale reseller is: _____ Your authorized point of sale developer is: _____

You acknowledge receipt of the "Merchant Processing Agreement" also referred to as the "Agreement" which consists of this page and the two (2) preceding pages and the accompanying Price and Equipment Schedule (the "Application"), and any other applicable amendments, schedules, exhibits, and attachments, including the documents listed below which accompany this Application or are otherwise provided to you via <http://info.worldpay.com/vipcontract.html>. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on the Worldpay agreement website (<http://info.worldpay.com/vipcontract.html>), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your Application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (866) 622-2390 or your Relationship Manager. If you disagree with any terms and conditions set forth in the Agreement, do not accept service or sign this Application.

- Terms and Conditions
- Addendum A – General Services Addendum
- Network Interchange Schedules (as applicable)
- Association and Network Fees Schedule
- Rules Summary
- Privacy Notice

Signature:

Name (printed): _____ Title: _____ Date: _____

Unlimited Personal Guaranty

In exchange for Processor's and Member Bank's acceptance of this Agreement, the person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant. By signing below, each Guarantor: (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that Guarantor received and read those Continuing Unlimited Guaranty provisions. The individual signing below authorizes us, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of Guarantor by utilizing a third-party credit-reporting agency.

WAIVED, an individual Name (printed): _____ Date: _____

Home Address (Physical Address Only – No PO Boxes) _____ Years at Address _____ Date of Birth _____ Phone Number _____

This Application must be returned to Worldpay on or before January 15, 2020



**Worldpay Integrated Payments
Merchant Processing Agreement
PRICE AND EQUIPMENT SCHEDULE**

Rates and Fees Schedule

Pricing Type: <input type="checkbox"/> Tiered <input type="checkbox"/> Interchange Plus	Rate	Per item	Other Services	Rate	Per item
Visa/MasterCard/Discover/PayPal Credit			<input type="checkbox"/> Tiered <input type="checkbox"/> Interchange Plus PIN Debit		
Visa/MasterCard/Discover Debit			<input type="checkbox"/> American Express Direct Program	Set By Amex	
<input type="checkbox"/> American Express OptBlue® Program			Existing American Express Account?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated American Express Volume:			If Yes, Existing American Express SE#:		
EBT			EBT Merchant FNS #:		

If your annual estimated American Express Sales are greater than \$1,000,000 you are not eligible for the American Express OptBlue® Program.

By checking this box, Merchant elects to opt out of the American Express OptBlue® Program

The most favorable tiered discount and interchange plus pricing available for each payment plan type including the rates and per item and authorization fees, per transaction type are based upon you complying with all processing requirements as established by the applicable governing authority (i.e., a fully qualified transaction). See the Terms and Conditions for more information regarding non-qualifying surcharges and other fees. Per item fees are calculated per transaction, and rates and other percentage fees are calculated by multiplying the rates or fees and your applicable transaction volume. A list of additional fees/rates can be found below under the heading "Other Rates and Fees" and certain of the Association Fees and Assessments can be found on the agreement website listed on page 3 of the Application.

Where **Tiered** pricing is provided, as indicated above, the fees quoted in the above rates and fees schedule plus Association and Network charged fees and assessments apply, with transactions that are not fully qualified transactions being subject to non-qualified surcharges up to 2.59% and \$.10 in addition to the rates quoted. Where **Interchange Plus** pricing is provided and otherwise for Other Services, as indicated above, the fees quoted in the above rates and fees schedule shall apply plus interchange rates and Association and Network charged fees and assessments with transactions that are not fully qualified transactions being additionally subject to higher interchange rates and assessments published by the applicable Associations and Networks plus a fee up to 2.45%. For a complete list of interchange rates for Visa and MasterCard, visit the websites: <http://www.visa.com> and www.mastercard.com. You acknowledge that interchange rates and Association and Network fees and assessments are subject to change without notice.

Other Rates and Fees

Batch/ACH Fee (per occurrence)		Retrieval Fee (per occurrence)		FastAccess™ Funding (per occurrence) ⁵	
Voice Authorization Fee (per occurrence)		Minimum Monthly Discount (per MID)		Next Day Funding Monthly Fee (per MID) ⁶	
Voice AVS Fee (per occurrence)		Application Fee (per MID)		Monthly Statement Fee (Per MID)	
Dial Back-Up Fee (per occurrence)		Account Updater Setup Fee (per MID) ²		Non-Sufficient Funds (per occurrence)	
Account Maintenance Monthly Fee (per MID)		Account Updater Monthly Fee (per MID) ²		Monthly Signature Merchant Location Fee (per MID)	
TransForm Tokenization Monthly Fee (per MID) ² Payment Account Identifier (PAI) Maximum _____		Account Updater Charge (per valid update) ²		TriPOS Setup Fee (per MID)	
		Chargeback Service Fee (per MID) ³		TriPOS Monthly Fee (per MID)	
Additional Fee per each TransForm Token PAI in excess of PAI Maximum ²		Optional Service – Check Commerce ACH Service (per transaction)	\$0.02	Store and Forward Monthly Fee (per MID) ⁴	
OmniShield Assure Monthly Fee (per MID) ⁷		OmniToken (per tokenization event) ¹		Technology Gateway Fee (per MID)	
Pay at the Table monthly Fee (per MID) ⁸					

PCI Non-Validation Fee/ Non-Compliance Fee \$19.95/Month/MID. For OmniShield Security and other security service terms and information, see Addendum A and the Agreement Terms and Conditions.

¹See Section 1 of Addendum A for additional terms and information. ²See Section 3 of Addendum A for additional pricing, terms, and information. ³See Section 4 of Addendum A for more information. ⁴See Section 6 of Addendum A for terms and information. ⁵See Section 7 of Addendum A for terms and information. ⁶Batch must be closed by 7pm ET. ⁷Required for PCI Level 4 Merchants, see Section 1 of Addendum A for terms and information. Includes (dependent upon Merchant Payment Solution): PCI Assist, Breach Assist, Point to Point Encryption, and EMV Support Services. ⁸See Section 9 of Addendum A for terms and information. Upon our provision of any services associated with items in this other rates and fee schedule, such additional services will be part of the Services assessed at the amounts listed above or, where no amount is listed, at our then standard rates and fees.

Equipment and Third Party Product and Services Fees

In addition to other amounts owed under the Agreement, you will owe us the following amounts for equipment and the below indicated purchased products and services. You authorize us to debit the Designated Account in the amount of such charges, in accordance with the Terms and Conditions.

Description	Quantity	Per Item Cost or Fee	Other Terms
*Total Cost/Fees			*plus any applicable shipping fees and sales tax.

Shipping Address for Equipment: _____ City: _____ State: _____ Zip: _____

Terminal Setup Information: Please select the appropriate setup of your equipment. (These settings can be changed after the equipment is deployed if necessary)

Processing Platform: IP Processing with Dial Backup Dial Only
 Tips enabled: Yes No Reporting by Server/Cashier Number: Disabled Enabled
 PIN Pad needed for Debit or EBT transactions requiring PIN entry
 To Receive Funding batch must be settled manually at the end of your business days

Card Verification Methods (CVM):
 All – Includes support for Chip+PIN and Chip+Signature (if no CVM is selected this will be the default selection)
 Require Signature only** – If this box is selected we will only require signature and will not prompt for PIN on Chip+PIN preferring cards. **Note, if you check this box you may be liable for: (a) chargebacks on lost and stolen cards ; and (b) EMV contactless transactions above \$50, with certain card brands.
 Not available through all POS systems, contact your POS Provider to determine if your POS System supports this option.

CONFIDENTIAL

ADDENDUM A – GENERAL SERVICES ADDENDUM TO THE AGREEMENT

This General Services Addendum including all exhibits, schedules and supplemental addenda hereto and all documents and materials referenced herein (“Addendum A”) will be an addendum to the Merchant Processing Agreement or Bank Card Merchant Agreement, as applicable, (“Agreement”) between Processor, Member Bank and Merchant in accordance with the provisions as set forth in the Agreement. If there is a conflict in the terms or pricing provided in this Addendum A and the pricing or terms in any price schedule or amendment otherwise contained in the Agreement, the pricing or terms contained in the Agreement, without reference to this Addendum A, will control.

1. Security Services.

a. Terms and Conditions.

(i) OmniShield – generically refers to Processor’s multiple security and risk products and services that collectively are meant to help merchants address payment fraud, data security, compliance and financial loss risks. OmniShield products and services are available to purchase through OmniShield Assure

(ii) Merchant Risks – refers to the four, major risk areas associated with accepting, transporting and storing cardholder data

- Fraud – The use of a lost, stolen or counterfeit payment card by an unauthorized user that may result in additional merchant liability
- Data Security – The ability to convert clear, PCI sensitive payment data into a surrogate, PCI non-sensitive value that if captured by an unauthorized user cannot be used to commit fraud against the original cardholder
- Compliance – The ability to handle PCI sensitive payment card data in alignment with appropriate network rules and PCI standards
- Financial Loss – The potential impact of a merchant failing to address Fraud, Data Security and/or Compliance requirements (e.g., fines, fees, remediation costs, lawsuits, etc.)

(iii) OmniShield Assure – A required service offering for PCI Level 4 merchants and is limited to PCI Level 4 merchants only and bundles together all the following security and risk products and services:

- PCI Assist
- Breach Assist
- EMV Support Services
- Encryption

Additionally, Card Not Present PCI Level 4 merchants may also select and buy separately:

- Tokenization
- eProtect (eProtect requires Tokenization to also be enabled)

(iv) PCI Assist – PCI Assist is a set of streamlined online tools to help merchants achieve, maintain and track PCI compliance. PCI Assist helps clients review PCI DSS compliance requirements and complete their Self Assessment Questionnaire (SAQ) and, as recommended, conduct periodic vulnerability scans of their network. PCI Assist is required for SAQ merchants to report their compliance status to Processor.

(v) Non-Validation Fee (NVF) / Non-Compliance Fee (NCF) – In alignment with Section 6(G) of the Agreement Terms and Conditions, Merchant is responsible for demonstrating compliance with PCI DSS programs. Failure to report compliance validation status or reporting a failed status to Processor will result in a NVF/NCF being assessed. Active merchants will have a 60-day grace period to validate and report compliance validation status. Merchant’s compliance validation and reporting status will be evaluated monthly. This fee will only be assessed if the Merchant has failed to report the status or has reported a failed status and will not be assessed once Merchant meets compliance requirements.

(vi) EMV Support – Europay, MasterCard, and Visa (“EMV”) is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Processor is enabled to process in-store EMV transactions to help reduce fraud liability.

(vii) EMV Non-Enabled Fee - The EMV Non-Enabled Fee is applicable if Merchant does not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of Merchant’s MCC as determined by Processor. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

(viii) Breach Assist – In the event Merchant is enrolled in the Breach Assist Program (“BAP”) offered by Processor through OmniShield or otherwise, the indemnification required by Merchant under this Agreement will only be reduced by amounts up to the limits set by the service provider that are actually recovered by Processor in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely Merchant. The limited indemnity waiver provided by the BAP will not cover all the costs associated with a data breach. The specific terms and conditions of the BAP are available for Merchant to review at www.RoyalGroupServices.com/breach-assist/ or by contacting a customer service representative at 1-800-393-1345.

(ix) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Processor’s service offering availability requires alignment between the encryption technology deployed within

the Merchant’s terminals and the decryption technology hosted by the service provider, which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Merchant’s sole expense) and may not be supported on all terminals/equipment.

Merchant acknowledges and agrees that encryption functionality is required and may require Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Merchant also acknowledges that provision of Processor’s service offering to Merchant may require a corresponding decryption technology license and that Processor’s service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Processor maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.

The value proposition associated with encrypting and decryption payment data (i.e., affects to Merchant’s risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Processor has identified three different Encryption service offerings:

- Card Data Encryption – risk reduction, no scope reduction
- Point to Point Encryption – risk transference and scope reduction in alignment with PCI QSA evaluation
- Validated Point to Point Encryption – risk transference and scope reduction in alignment with PCI guidelines for PCI listed P2PE solutions

Point to Point Encryption assumes: (i) Payment data is encrypted within a PCI-PTS certified Secure Cryptographic Device (SCD), using a NIST defined strong encryption algorithm, with encryption keys that were generated and handled in alignment with X9 standards and (ii) Encrypted payment data is only decrypted by Processor within Processor’s data systems.

Payment data information protected by the encryption service offering may include Track 1 or Track 2 data, obtained through a magnetic card swipe read, or PAN Data, obtained through manual entry directly into the SCD. The encryption service offering applies only to transactions that were encrypted and sent by the SCD to Processor’s authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN).

(x) eProtect – eProtect is a two part service designed to (i) capture payment data information from a given webpage using embedded Card Not Present eCommerce Data Security technology and, (ii) submitting the card data to a Processor hosted Card Not Present eCommerce Data Security server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Merchant’s eCommerce website. Merchant acknowledges and agrees that it will acquire said Card Not Present eCommerce Data Security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Merchant web pages. Information protected by the Card Not Present eCommerce Data Security Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded Card Not Present eCommerce Data Security technology. The resulting Registration ID / Low Value Token must subsequently be submitted to the Processor’s processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see Tokenization Service). Merchant acknowledges that provision of the Card Not Present eCommerce Data Security services to Merchant is subject to Merchant completing integration and certification efforts with Processor. Merchant acknowledges that eProtect will result in Merchant automatically being enrolled in Processor’s Tokenization service.

(xi) Tokenization - Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate (“Token”) value. Deliverables of the Tokenization service include: (1) the creation of tokens and (2) the recognition and use of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to PAN data will be maintained in Processor’s systems. Merchant access to the Tokenization service requires integrating and certifying systems to token services using Processor’s appropriate message specification. Message specifications are limited to those that exist in Processor’s current Service offering. The Parties agree that the scope of the Tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Merchant to support Tokenization services. The processor has identified the following types of Tokenization services.

- OmniTokens are tokens generated in such a way as to retain some of the digits of the original card value, be format preserving (i.e., length preserving and character set preserving), and be consistent across numerous requests (i.e., the same card value will result in the same token value in the context of a given merchant). OmniTokens are not limited to a specific platform and can be used interchangeably between processor’s different platforms.
- mTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. The link between a card value and an mToken is indirect in that the mToken references a given transaction, which in turn references a given card value. Note: mTokens are limited to

transactions processed through processor's S1 platform only.

- eTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. eTokens are used as an index value into processor's data vault, which subsequently stores the associated card value. Note: eTokens are limited to transactions processed through processor's Express platform only.

Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to Merchant for the use of each service.

- "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request
- "Non-Standard Tokenization" is provided as separate "non-authorization" message to the Processor that results in a token being generated and returned outside of a purchase transaction
- "Graphical User Interface (GUI) Tokenization" is provided for Merchant operations personnel with appropriate credentials to convert or revert card values and tokens via Processor provided product interface(s).
- "Batch Tokenization" / "Batch Detokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data, and will mean the process of receiving a file that includes multiple values, performing the tokenization / detokenization process as appropriate for each value and returning a response file that includes the corresponding appropriate value.

Upon Tokenization services termination, Merchant will have 90 days to request, via written request to Processor, a Batch De-Tokenization of the Merchant's token store, located within the Merchant's systems. For purposes herein, Batch De-Tokenization will mean the process of the Processor receiving a file from Merchant that includes multiple token values, Processor performing the de-tokenization process for each token value and Processor returning a response file to Merchant that includes the corresponding card values for each token. After 90 days, Processor will no longer be responsible for maintaining the data necessary to De-Tokenize Merchant's token store or able to guarantee availability of data. Upon mutual agreement, Processor may offer the Merchant De-Tokenization Data Management Services under a separate agreement to support the token store after the termination of the current agreement supporting Tokenization services.

(xii) Security Services – Merchant may utilize OmniShield products and services ("Security Services") in conjunction with services provided wholly or partially by a third party with the support and agreement of Processor. Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Bank Rules, the Operating Regulations, and the Laws. Accordingly, Merchant's use of Security Services is at Merchant's own risk. Processor's decision to offer Security Services will not limit Merchant's duties and obligations contained in this provision or the Agreement. Processor does not warrant or guaranty that use of the Security Services, in itself, will: (i) result in Merchant's compliance with Bank Rules, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Merchant agrees that it will not acquire any interest in (ownership, intellectual property or otherwise) in any of the third party provider software used to provide the Security Services. Merchant will not, and will have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third-party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.

(xv) triPOS® Service - The triPOS® Service is a turnkey, EMV certified payment processing application designed to process transactions that is compatible with the Processor's processing platform and helps reduce the scope of Merchants' PCI-DSS with P2PE and tokenization technology.

b. Pricing

(i) OmniShield Assure (see below footnotes 1 and 2)	See application
(ii) PCI Assist (see below footnotes 1 and 3)	Quoted
(iii) P2PE (see below footnote 1)	Quoted
(iv) eProtect (see below footnote 1)	Quoted
(v) OmniToken™ (see below footnote 1)	Quoted
(vi) Vault™	See application
(vii) PCI Non-Validation Fee (see below footnote 4)	See application
(viii) EMV Non-Enabled Fee	
Low Risk	0.05% of the gross sales per month
Moderate Risk	0.15% of the gross sales per month
High Risk	0.27% of the gross sales per month
(ix) triPOS™ Service	See application

Footnotes to above Section 1(b).

- Pricing provided as a separate attached quote or for level 4 merchants on the Application
- Required by and available only to PCI Levels 4 merchants.
- Required by merchants using an PCI DSS SAQ
- Assessed only if merchant fails compliance validation or fails to report compliance validation

2. Electronic Benefits Transfer ("EBT") Services.

The Financial Management Services ("FMS") of the U.S. Department of Treasury, and/or various of the EBT Program State(s)/Alliance(s), have entered into agreement(s) with third

party processor(s) (collectively and individually, "Contractor") to manage the EBT Program(s) implemented by FMS and/or the EBT Program State(s)/Alliance(s).

Processor has entered into agreements with one or more Contractors (collectively and individually "Processor Agreement") which permit Processor to be an acquirer processor in certain of the EBT Programs.

Acquirer Services will mean the data processing systems and procedures provided by Processor to facilitate Merchant's participation in the EBT Program(s). In the event Merchant receives any of the Acquirer Services or otherwise participates in any of the EBT Programs, Merchant agrees to the following obligations which are in addition to Merchant's obligations in the Agreement and in addition to any other obligations in the Operating Rules relating to the EBT Program(s) and/or Acquirer Service(s), as they may be amended from time to time.

1. Merchant will be solely responsible for obtaining a copy of the then current Operating Rules for each EBT Program in which Merchant elects to participate from the applicable Contractor, EBT Program State/Alliance, FMS or Processor, no less than 30 days prior to the commencement of Merchant's participation in each such EBT Program. Merchant agrees to abide by and fully comply with the documentation as may be in effect from time to time, and to perform and fulfill any and all obligations and responsibilities, and discharge any and all duties and liabilities relating to Processor, Contractors or retailers to which it may be subject in accordance with such documentation or other rules or regulations adopted by Contractor(s), FMS or the EBT Program States/Alliances, or which may arise in any other manner or from any other source related to the Acquirer Services or the EBT Program(s).

2. Merchant will provide personnel, one of whom will be a management level technical interface person, to monitor, oversee and maintain its devices participation in the EBT Program(s). This personnel will also be responsible for monitoring Merchant's compliance with documentation, including but not limited to, each EBT Program's procedures and requirements applicable to Customer and its processor and for ensuring Merchant fulfills all of its responsibilities in connection with its participation in each EBT Program.

3. Processor will make available to Merchant activity files of its EBT Program transactions in a Processor format, unless similar information is provided by Processor through other services provided to Merchant.

4. Processor will not provide: (i) routing of activity files received from Contractor(s) to Merchant; or (ii) any other files or reports not specifically described above. Merchant will be responsible for, and agrees to pay Processor, all telecommunications fees, assessments and related expenses in connection with Processor establishing and maintaining a link with each Contractor in order to provide Acquirer Service to Merchant. Processor may allocate such fees, assessments and related expenses in such manner as it deems advisable in its sole discretion.

5. Merchant agrees to allow the auditors of Processor, Contractor(s), FMS or the EBT Program State(s)/Alliance(s), to review the files held and procedures followed, and inspect the facilities used, by Merchant in connection with the Acquirer Services or the EBT Program(s). Processor may be required to perform on-site inspections of Merchant's premises and Merchant agrees to be responsible for Processor's out-of-pocket expenses and its standard fees for the time spent by Processor's personnel (which will be assessed at Processor's then current Standard Hourly Rate) in conducting such on-site inspections.

6. Merchant agrees to immediately notify Processor and the applicable Contractor in writing of any changes in the goods and services for which EBT Program cards are accepted as payment from participants in the applicable EBT Program.

7. Merchant authorizes Processor to provide Contractor(s), FMS and/or the EBT Program State/Alliance with such information about Merchant, as requested or required according to the Processor Agreement(s), the Retailer Agreement(s), the Operating Rules or the other documentation, or as may be required to participate in the EBT Program(s).

8. Merchant agrees to take all steps necessary to settle with Processor for EBT Program transactions involving Merchant's terminals in accordance with Processor's standards and documentation; and Merchant will be responsible for making any necessary reconciliation or adjustments in accordance with the documentation. Processor will provide Merchant standard Processor reports for the services provided to Merchant. Merchant will always maintain an open checking account at a financial institution which Processor or its agent can access through the Federal Reserve's Automated Clearing House ("ACH") system. Merchant authorizes Processor and its agents to debit and/or credit the account to settle any and all amounts due under the Agreement and any Addenda including, but not limited to, processing fees and transaction settlement. Unless otherwise agreed to in writing by Processor, Merchant will be treated as one settlement endpoint with respect to all transactions processed by Processor using Acquirer Services. Merchant will always maintain the account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires to change the account or the financial institution where the account is located, Merchant will give Processor at least 30 days prior written notice of any such change.

3. TransForm® Tokenization Services.

a. TransForm Tokenization. In addition to the terms of the Agreement, these TransForm Tokenization Service terms apply to Merchant's use of the Account Updater Service and TransForm Tokenization Service to store authorized customer billing

information for recurring transactions and may be provided by Processor and one or more affiliates of Processor.

b. **Definitions.** The following terms when used in this Agreement will have the meanings set forth in this section:

- i. **"Account Updater Service"** means a service provided through the Associations that enables Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Account Updater program. The availability or functionality of the Account Updater Service may be modified by the Associations or Processor's acquiring bank upon notice to Merchant.
- ii. **"Authentication Data"** means the full magnetic stripe data, the CVV2/CVC2/CID and the PIN or PIN block located on credit cards and debit cards.
- iii. **"PAD"** means payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information.
- iv. **"PAI"** means Payment Account Identifier. PAI is a unique identifier that is assigned by Processor that references a payment account record.
- v. **"TransForm@ Tokenization Service"** means the Processor service designed to move Merchant's customer cardholder data offsite to Processor's PCI DSS compliant storage facility. Processor's servers create and then return a unique PAI to the Merchant's software application. Encryption is used to protect cardholder data while in transit. Using the PAI, Merchant can bill a card on file and/or schedule automatic payments, enabling the Merchant to securely process transactions from payment account records.

c. **Pricing.** The rate and fees set forth in the Application for TransForm Tokenization and Account Updater apply. Processor will charge Merchant the monthly fee set forth in the Application per MID for its use of the TransForm Tokenization Service.

i. **TransForm Tokenization Service Storage Fees.** Merchant agrees to pay Processor the TransForm Tokenization fixed monthly fee listed in the Application which, if not listed is \$30.00, per MID provided that the total PAIs stored for such MID does not exceed the PAI Maximum per month (the "PAI Maximum") which such PAI Maximum is listed in the Application which, if not listed is 500. Should the total PAIs stored in any month for such MID exceed the PAI Maximum, Merchant agrees to pay the additional fee listed in the Application which, if not listed, is \$0.09, per each PAI stored in such month for such MID in excess of the PAI Maximum.

ii. **Account Updater Service Pricing.** Merchant agrees to pay Processor the Account Updater setup fee, fixed monthly fee, and updater fee listed in the Application which amounts, if not listed in the Application, are respectively \$99.00, \$30.00, and \$0.80. Merchant may terminate receipt of the Account Updater Service at any time upon 30 days prior written notice to Processor without further liability for the Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Processor will charge Merchant the one-time set-up fee per Merchant identification number ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Account Updater Service. The set-up fee is applied upon the start or re-start of Account Updater Service for each MID. A "valid update" is as an update in which a match for the cardholder's account number is made and either: (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided.

d. **Term.** These TransForm Tokenization terms will run coterminous with the Merchant Processing Agreement. Processor may additionally terminate provision of the TransForm Tokenization Services on 30 days prior written notice to Merchant for any or no reason; or immediately (a) if Merchant is in material breach of its obligations under the Agreement, including these TransForm Tokenization terms, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Processor reasonably believes that continuing to provide the TransForm Tokenization Service to Merchant could create a substantial economic or technical burden or material security risk for Processor.

e. **Access to Information After Termination.** Upon termination of Merchant's use of the TransForm Tokenization Services and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Processor's reasonable discretion.

STORED DATA	DATA RETRIEVAL FEE
1 - 5,000 PAI's	\$2,000 (minimum data retrieval fee)
5001 - 250,000 PAI's	\$0.40 per stored record
250,001 - 500,000 PAI's	\$0.35 per stored record
500,001 - 750,000 PAI's	\$0.25 per stored record
750,001+ PAI's	\$0.20 per stored record

f. **Communication Methods.** Merchant will establish and maintain secure data communication connections and will transmit data to Processor in the format required by Processor.

g. **Use of TransForm Tokenization.** Merchant will immediately update PAD upon additions, deletions, and changes to the underlying data. Merchant will create, delete, and query payment account records in accordance with instructions provided by Processor.

h. **Use of Account Updater.** Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Account Updater Service and hereby

agrees to comply with the Merchant requirements of the Account Updater terms of use as set forth in the Operating Regulations. The Account Updater Service may not interface with third party software or third party services, if Merchant uses third party software or a third party service to process recurring transactions then Merchant understands and agrees that Merchant may be required to make manual updates to recurring transaction information based on Account Updater Service updates.

i. **Disclaimer of Warranties.** The TransForm@ Tokenization Service is being provided to Merchant by Processor "as-is" and without any warranty of any kind. Processor disclaims any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

j. **Indemnification.** In addition to the indemnification obligations of Merchant under the Terms and Conditions to the Agreement, Merchant agrees to indemnify, defend and hold harmless Member Bank and Processor, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Merchant's use of the TransForm Tokenization Service, (ii) Merchant's storage of any cardholder data, or (iii) Merchant's breach of the herein TransForm Tokenization terms.

k. **Limitation of Liability.** In addition to Processor's limits of liability set forth under the Terms and Conditions to the Agreement, under no circumstances will Processor be liable to Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to Processor's provision of the TransForm Tokenization Service hereunder, regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Processor has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property). The parties expressly agree that the total liability of Processor (including, without limitation, for Processor's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate TransForm Tokenization service fees actually received by Processor from Merchant during the one month period ending on the date on which the event giving rise to the claim for damages occurred. Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Processor, and Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

4. **Chargeback Service Fee.**

The below tiered Chargeback Service Fee shall apply to Merchant. Beginning on the Effective Date the Chargeback Service Fee will be charged monthly per MID at the below Tier 1 amount and thereafter, on a semi-annual basis, which first such semi-annual period may be less than six (6) months, Merchant's highest annual number of chargebacks within the term of the Agreement, shall determine the applicable monthly fee tier assessed. In the event Merchant has twenty-six (26) or more chargebacks in any annual period, thereafter Merchant will be charged \$25.00 per chargeback, in lieu of a monthly fee. If Merchant has less than twelve (12) months of transaction history with Processor, Merchant's actual number of chargebacks will be annualized in the above semi-annual reviews to determine the below applicable tier. Notwithstanding the foregoing, if Processor at any time, in its reasonable discretion, believes that Merchant will have twenty-six (26) or more chargebacks in any annual period, upon notice to Merchant, Processor may charge Merchant a fee of \$25.00 per chargeback, in lieu of a monthly fee.

Tier	Annual Number of Chargebacks	Monthly Fee
1	0	\$10.00
2	1-2	\$15.00
3	3-4	\$20.00
4	5-8	\$25.00
5	9-12	\$30.00
6	13-17	\$40.00
7	18-21	\$45.00
8	22-25	\$50.00

5. **Additional Services or Expenses.**

Merchant agrees that Processor may charge Merchant for any non-specified service it provides Merchant ("Additional Service") or expense it incurs on behalf of Merchant ("Additional Expense") any time after Merchant's initial receipt of the same, and Merchant agrees to pay for such service (at Processor's standard fees in effect from time to time) or expense in accordance with this Agreement. Merchant acknowledges and agrees that it will notify Processor in writing and in accordance with the notice provisions of the Agreement in the event Merchant does not want the Additional Service and that such written notice will be sent to and actually received by Processor within 90 days of Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Merchant will not dispute, and will be unconditionally obligated to pay for, any Additional Service fees for which Merchant has not provided and Processor has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

6. **Store and Forward Service.**

The Store and Forward service is a secondary, offline option of credit card acceptance enabled typically in the event of internet connectivity down-time. Store and Forward may be applicable as a temporary solution for businesses needing to accept payments in environments without access to the internet, such as trade shows or farmer's markets. Optionally, businesses sometimes elect to process offline transactions with a working internet during times of peak business demand. When Store and Forward is enabled, it

allows merchants to store transactions offline until either internet connectivity has been restored or the business need subsides. Offline transactions are then forwarded to Processor for a valid card issuer authorization. From the cardholder's perspective, the transaction flow is unchanged, yet the important distinction for the merchant is that the transaction is not authorized in real time and may in fact decline when forwarded. Where there are benefits to this functionality in maintaining transaction up-time especially during times of internet uncertainty, there are also risks and an assumption of liability by you which need to be carefully considered as set forth below in this section. You understand and agree that use of the Store and Forward Services is dependent on the point of sale system configuration and capabilities for the processing of such service transactions which you are solely responsible. Further, with regard to the Store and Forward services, it is important that you and your point of sale service providers and integrated software vendors understand and agree that there are inherent risks when not obtaining an authorization at the time of the transaction and those risks, between you and us, rest solely on you. Transactions processed via Store and Forward are high risk and may be declined, error out, or otherwise fail to process when forwarded to us. When enabling Store and Forward, you accept full liability for all transactions, whether or not an authorization approval code is received, including loss of revenue due to declined or failed transactions, chargebacks, and losses, fees, fines, and penalties related to transactions processed via the Store and Forward application. Further, we are not liable to you in the event the transaction data is not stored within the point of sale device for any reason. We make no warranty, expressed or implied, with respect to servicing, processing, or acceptance of Store and Forward transactions and you assume all liability when using or otherwise accepting to process in a Store and Forward/offline manner.

7. FastAccess™ Funding Service.

a. FastAccess™ Funding Program Services. The FastAccess funding program provides accelerated funding of Merchant's card transactions, typically between two and five hours after settlement of Merchant's credit and debit card transactions, by way of Original Credit Transaction ("OCT") through VisaNet or Maestro which permits Processor through Member Bank to initiate credits to a designated Visa or MasterCard debit card account that Merchant will be requested to provide (the "FastAccess Services"). Prior to using the FastAccess Services Merchant must provide Processor a debit card account in a PCI compliant manner. The debit card account designated by Merchant must be a U.S. issued debit card with an institution that is enabled for OCT transactions. Merchant authorizes Processor to initiate a zero dollar authorization to such account as part of the establishment of Merchant's use of the FastAccess Services.

b. Pricing. The fee for the FastAccess Services is listed on the Application and charged on a per occurrence/deposit basis. If no fee is listed on the Application then Merchant will be charged Processor's then standard rate for the use of the FastAccess Services.

c. FastAccess Services Terms, Conditions and Limits. The FastAccess Services are part of the Services under the Merchant Processing Agreement and subject to the terms and conditions of Merchant's use of Services under the Merchant Processing Agreement as well as the terms, restrictions, and condition in this Addendum A which include those listed below:

- i. Limits. The per transaction limit applicable to the FastAccess Services is \$15,000.00. Daily limits also apply.
- ii. Limitations on Availability of FastAccess Service. FastAccess Services is not supported by all Card issuers.
- iii. Changes to or Removal of Attributes, Requirements, and Functionality. Visa, Maestro, and Processor may at any time change or remove any of the attributes, requirements, and functional specifications related to the OCT and FastAccess funding program or withdraw such services entirely.
- iv. Default Settlement and Suspension of Service. Transactions that do not meet the requirements, exceed the limits, or are otherwise not settled via the FastAccess Services shall route your settlement via the normal ACH Card transaction settlement solution under the Services. The trigger of certain limits or limitations may suspend the use of the FastAccess Services.

d. Disclaimer and Limitation of Liability. Merchant understands and agrees that the disclaimer of warranties and limitation of liabilities applicable to Processor and Member Bank set forth under the Merchant Processing Agreement apply to the herein FastAccess Services and neither Processor nor Member Bank shall be liable to Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from the use, delay, inoperability, or other failure of the FastAccess Services.

8. Virtual Terminal Service.

Processor's Virtual Terminal Service (the "VT Services") is an enhancement to Processor's Online Reporting Services. Merchant acknowledges and understands that the VT Services allow Merchant to effectuate Card transactions within the Online Reporting Services application in accordance with Processor's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the VT Services arising out of or related to Merchant's use of the VT Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Processor that it has implemented and will maintain secure systems for use of the VT Services and the transmission of information to Processor. Merchant further acknowledges and agrees that Processor's only obligation will be to make the VT Services available on Processor's system in accordance with Processor's then-current standards. Merchant acknowledges and agrees that Processor's Online Reporting Services are required for use of the VT Services and that Processor's standard terms, conditions, and fees associated with the Online Reporting Services shall be and remain in effect. Merchant shall pay the following fees to Processor for the VT Services in addition to Processor's fees for the Online Reporting Services:

- i) Program Setup Fee up to \$150.00
 - ii) Monthly Usage Fee: up to \$30.00/month
 - iii) Transaction Fee up to \$0.08/transaction*
- *This fee is in addition to all other applicable fees and charges for a transaction.

9. Pay at The Table. Pay at the Table service enables mobility and line busting advantages to EMV transactions and tableside payments. This service uses functionally enabled Wi-Fi or Bluetooth PIN Pads and an updated queuing technology between the device (s) and your point of sale system. This queuing feature allows you to use one device to many POS workstations or multiple devices to a single POS workstation.

10. eWIC. eWIC service is an electronic benefits program under the USDA's Food and Nutrition Service specially designed as a supplemental nutrition program for women, infants and children (WIC). The federal WIC program combines State approved food benefits used by eligible consumers in participating States and Tribal Member agencies. A State issued eWIC EBT card replace the historically used vouchers/checks. In order for you to process WIC, Processor's eWIC program enables your POS developer to certify your POS solution to Processor and your State specifications. eWIC services are subject to applicable federal and state rules, regulations and laws. Merchant agrees to pay the monthly fee listed in the Application which, if not listed is \$5.00, per MID

11. Online Reporting Services and Fees. Upon Merchant's written request and acceptance of the same by Processor, Processor will allow access to Processor's proprietary and confidential Direct, Direct Express, or iQ service (collectively "Online Reporting Services") whereby Processor makes available Processor's data base of Merchant's activity. Processor's Online Reporting Services are subject to change without notice and will be provided in accordance with Processor's standards. Merchant may request establishment on Processor's system of one or more user IDs ("User ID") to access the Online Reporting Services. In the event Merchant utilizes Processor's iQ online reporting tool, Merchant will have User ID administration capabilities which may be subject to software licensing terms as applicable. User ID Setup and Standard Maintenance will be performed in accordance with Processor's general timeframes, standards, and scheduling. Although not obligated to, Processor reserves the right at its option and without notice to suspend the password on a User ID or inactivate and/or delete any User ID if it has not successfully logged on to the Online Reporting Services in a sixty day (or other interval determined by Processor) period, it has shown suspicious activity or Processor determines that there is or may be a violation of Processor's then current security procedures or standards involving the Online Reporting Services or Merchant's access to the same. However, Merchant shall provide Processor with prompt written notice of all User IDs which are no longer active, should be deleted and/or should otherwise be changed (e.g., password change, etc.). Processor reserves the right (but shall not have any obligation) to request that Merchant designate in writing those employees or agents of Merchant which may authorize establishment of Merchant IDs on Processor's system. However, Merchant shall be solely responsible for any unauthorized access to the Online Reporting Services and Merchant's data therein including but not limited to unauthorized Merchant employee or agent access, action taken on behalf of Merchant or at the request of any of Merchant's employees or agents (even if not authorized) and/or failure to notify Processor in writing and independently verify suspension of a password on a User ID or inactivation and/or deletion of a User ID. Merchant acknowledges that Processor's standard policy and practice is to truncate all primary account numbers ("PAN") appearing on the Online Reporting Services. However, Merchant has requested that certain of its User IDs will be established with the ability to view the entire PAN. Merchant acknowledges that there is risk involved in accessing a full PAN, and Merchant hereby assumes all such risk, whether or not foreseeable. Merchant shall not sell, purchase, provide, or exchange any PAN accessed via the Online Reporting Services to any third party, and Merchant shall be fully responsible for any unauthorized disclosure of any such PAN. Although not obligated to, Processor reserves the right at its option and without notice to suspend the ability to view full PANs on a User ID without prior notice to Merchant in Processor's reasonable discretion. Merchant shall provide Processor with prompt written notice of all User IDs which need access to full PAN data, and Merchant will supply Processor with all information reasonably requested by Processor in order to properly establish such User IDs. In conformance therewith, Merchant shall be solely responsible for ensuring the accuracy of all User ID's with access to full PAN Data, and Merchant shall be solely responsible for any use of a PAN by Merchant or its agent, officer, employee, or other user of any of Merchant's User IDs, whether authorized or unauthorized, and Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all legal and accounting fees and expenses and all collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the use of the Online Reporting Services system by Merchant or its employees, agents, or officers. In the event Merchant accesses the Online Reporting Services through one or more third parties (e.g., through the internet, a third party provider, etc.), Merchant acknowledges and agrees that Processor shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including but not limited to inability to access the Online Reporting Services, interruption in access to the Online Reporting Services, errors or inaccuracies in data received by Merchant, etc. Not limiting the generality of the foregoing, Processor's only obligation will be to make the Online Reporting Services available on Processor's system in accordance with Processor's standards. Merchant agrees that even if Merchant is billed for the Online Reporting Services pursuant to a Merchant Price Schedule, that all of the foregoing terms and conditions apply to the Online Reporting Services. Processor shall assess fees to Merchant for either Direct, Direct Express, or iQ, depending on which service has been established on Processor's system with respect to Merchant. In the event that Merchant believes that Processor has established the incorrect Online Reporting Service on its system, and/or has billed Merchant for the incorrect Online Reporting Service Merchant

Commissioners Court - Regular Session

20.

Meeting Date: 07/30/2019

Georgetown Annex P325 - Change Order 26

Submitted For: Dale Butler

Submitted By: Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 26 from Chasco Constructors in the amount of -\$3,501.67 to approve the receipt of a credit from the balance of a change in the evidence locker vendor which resulted in a lower overall cost and the balance remaining after the funding of an AV change order. This change order is being funded by buyout savings and credited to Project # 325.

Background

The final change order for this project was previously approved by Commissioners Court. This subsequent change order is for the Constables evidence lockers which were backordered and then eventually the vendor changed due to an unreasonable order time and resulted in a lower cost. This change order also funds the payment to the AV contractor for Owner requested AV adjustments during and immediately after the occupation of the building.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[GTA Change Order 26](#)

Form Review

Inbox

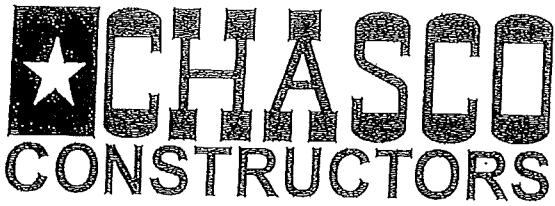
County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 11:59 AM
Started On: 07/25/2019 10:40 AM



P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Order

Project:
20-15092 WILCO ANNEX - GC
151 WILCO WAY
GEORGETOWN, TX

Change Order: 26
Date: 7-2-2019

To Contractor:
CHASCO CONSTRUCTORS
P.O. BOX 1057
ROUND ROCK, TX 78680

The Contract is changed as follows:

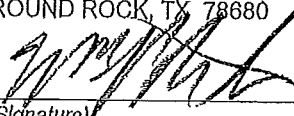
Refund on evidence lockers not purchased by Southwest Solutions	-\$11,124.67
Chasco CP dated 4-30-2019	\$5,223.00
Felix Media invoice to relocate TV's per County request	\$2,400.00
Refund to Wilco	TOTAL
	-\$3,501.67

See attached breakdown to reconcile contract amounts.

The original Contract Amount was	\$14,919,081.00
Net change by previously authorized Change Orders	-\$176,165.68
The Contract Amount prior to this Change Order was	\$14,742,915.32
The Contract will be increased by this Change Order in the amount of	-\$3,501.67
The new Contract Amount including this Change Order will be	\$14,739,413.65

The date of Substantial Completion as of the date of this Change Order therefore is

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

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
_____		_____
(Signature)	(Signature)	(Signature)
By	By BILL BAMBRICK	By
_____	7-2-2019	_____
Date	Date	Date

Wilco Annex

6/21/2019

Evidence lockers

Original lockers from Southwest Solutions	\$ 11,124.67
Revised quote to use Eurotex Millwork	\$ (5,223.00)
Relocate TV's Felix Media Solutions	<u>\$ (2,400.00)</u>
Refund to Wilco	\$ 3,501.67



SOUTHWEST SOLUTIONS GROUP

business organization systems

2535 E. State Highway 121, Suite 110-B
Lewisville, Texas 75056
(972) 250-1970

COMERICA BANK - TEXAS
CARROLLTON, TX 75011-5500

32-75
-1110

0329

6/3/2019

PAY TO THE
ORDER OF

Chasco Constructors Ltd. LLP

\$ **11,124.67

Eleven Thousand One Hundred Twenty-Four and 67/100*****

DOLL

Chasco Constructors Ltd. LLP
P.O. Box 1057
Round Rock, TX 78680



AUTHORIZED SIGNATURE

MEMO

86770

⑈032957⑈ ⑆111000753⑆ 1881345936⑈

SOUTHWEST SOLUTIONS GROUP LEWISVILLE, TEXAS 75056

Chasco Constructors Ltd. LLP

6/3/2019

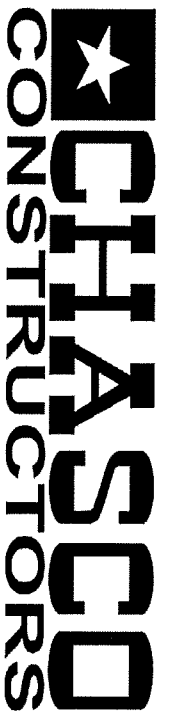
0329

Refund for Change Order on our project # 86770

11,124.67

Comerica Operating A 86770

11,124.67



Change Proposal Pricing Sheet

Wilco Annex
 Chasco Project No: 15092

30 April 2019

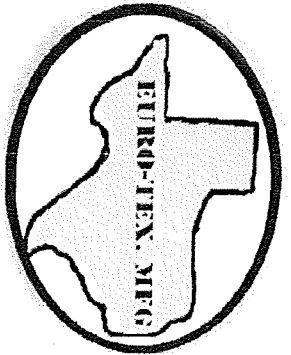
Prepared by: Bill Bambrick

Description: Wilco Annex Evidence Locker

ITEM	Reference	Subcontractor	DESCRIPTION	QTY	UNIT	LABOR		MATERIALS		SUBCONTRACT		TOTAL
						UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
1		Euro-Tex Mfg	Plastic Laminated Storage Cabinet w/ White Melamine Interiors	4	lf		\$0		\$0	4600.00	\$4,600	\$4,600
			Plastic Laminated Face Frame	18.25	ea		\$0		\$0			\$0
			Comp National Cabinet Cylinder Cam Locks (Keyed Different)	14	ea		\$0		\$0			\$0
							\$0		\$0			\$0
							\$0		\$0			\$0
							\$0		\$0			\$0
			SUBTOTALS				\$0	0.00	\$0	0.00	\$4,600	\$4,600

Further description:

Overhead	10.00%	\$460
Sales Tax Materials (only)	0.00%	\$0
SUBTOTAL		\$5,060
Fee	3.00%	\$152
SUBTOTAL		\$5,212
Insurance	0.22%	\$12
SUBTOTAL		\$5,223
P&P Bond	0.00%	\$0
GRAND TOTAL		\$5,223



P.O. BOX 71

HUTTO, TX 78634

PH: (512) 759-1330 FAX (512) 759-1332

Bid Sheet for:

CHASCO

Date

5/2/2019

WILCO ANNEX EVIDENCE LOCKER

Project
Project #
Job Includes:

PLASTIC LAMINATED LOCKERS

PLAM LOCKERS	4	Ln.Ft.	
PLASTIC LAMINATED FACE FRAME	18.25	QTY.	PLASTIC LAMINATED STORAGE CABINET WITH WHITE MELAMINE INTERIORS
SPECIAL ORDER 2400 SERIES TUBULAR CAM LOCK, HIGH SECURITY ABACO TUBULAR CAM LOCK WITH A SPECIALLY DESIGNED LOCKING SYSTEM (ABACO).	14	QTY.	PLASTIC LAMINATED FACE FRAME
HAFELE 5-K FIVE KNUCKLE INSTITUTIONAL PIVOT CABINET HINGE GRADE 1 FOR 13/16" DOOR THICKNESS WITH 270° OPENING ANGLE	1	LOT	2400 SERIES TUBULAR CAM LOCK, HIGH SECURITY ABACO TUBULAR CAM LOCK WITH A SPECIALLY DESIGNED LOCKING SYSTEM (ABACO). PERFECT FOR CABINETS. AVAILABLE IN 5/8", 7/8" AND 1-1/8", CYLINDER LENGTHS, COMES WITH TWO KEYS AND STRAIGHT 1-1/4" CAM, PICK PROOF ABACO 7 PIN TUBULAR CAM LOCK, VARIETY OF STRAIGHT AND OFFSET CAMS AVAILABLE
HAFELE 5-K FIVE KNUCKLE INSTITUTIONAL PIVOT CABINET HINGE GRADE 1 FOR 13/16" DOOR THICKNESS WITH 270° OPENING ANGLE			HAFELE 5-K FIVE KNUCKLE INSTITUTIONAL PIVOT CABINET HINGE GRADE 1 FOR 13/16" DOOR THICKNESS WITH 270° OPENING ANGLE

MILLWORK QUALIFICATIONS

CABINETS WILL BE BUILT "AWI : CUSTOM GRADE" FRAMELESS CONSTRUCTION

UNLESS NOTED OTHERWISE CABINET INTERIOR TO BE WHITE MELAMINE

STANDARD WILSONART PLASTIC LAMINATE HAS BEEN PRICED

TYPICALLY PVC EDGE BANDING IS MANUFACTURED BY A DIFFERENT COMPANY THAN THE PLASTIC LAMINATE. THEREFORE, SOME COLOR DISCREPANCIES MAY OCCUR.

THE FAILURE TO LIST SPECIFIC EXCLUSIONS DOES NOT IMPLY THAT SAID ITEMS, INCLUDING TRIM, ARE INCLUDED BY DEFAULT

ANY CHANGES IN MATERIAL AND/OR COLOR SELECTION AFTER BID DATE CAN AFFECT COST

ANY INSURANCE REQUIREMENT WHERE WE ARE CHARGED AN ADDITIONAL PREMIUM WILL BE CHARGED BACK TO CONTRACTOR

THIS PROPOSAL INCLUDES INSTALLATION OF MILLWORK

THIS PROPOSAL IS BASED ON ALL WORK BEING COMPLETED IN ONE PHASE

OUR PRICE INCLUDES SHOP DRAWINGS

A COPY OF THIS PROPOSAL MUST BE INCLUDED IN THE SUBCONTRACT DOCUMENTS BEFORE ANY WORK BEGINS

THIS PROPOSAL IS VALID FOR A PERIOD OF 30 DAYS.

A RESALE CERTIFICATE MUST BE PROVIDED BY GC FOR COMMERCIAL RENOVATION PROJECTS

BILLING WILL BEGIN UPON SUBMITTAL OF SHOP DRAWINGS

FIRST BILLING WILL BE COMPRISED OF SHOP DRAWINGS FEE AND A 30% MATERIAL DRAW.

EXCLUSIONS

AFTER HOURS INSTALLATION
MORE THAN ONE STANDARD LAMINATE COLOR
ANY ADDITIONAL INSURANCE OR BONDING
AWI CERTIFICATIONS AND/OR LABELS ARE EXCLUDED
ALL GLASS WORK PERFORMED BY OTHERS
WINDOWS SILLS, CASING , CHAIR RAIL , CROWN MOLDINGS , BASE BOARD
ANY ACRYLIC PANELS
ANY STONE COUNTERTOPS
PUTTY WORK OR CAULKING OF TRIM
ANY FINISH WORK UNLESS STATED IN LINE ITEM ABOVE
DOORS, FRAMES, HARDWARE AND GLAZING
ANY IN WALL BLOCKING
METAL IN-WALL BRACKETS, OR SUB-FRAMING EXCEPT AS LISTED IN THIS SCOPE.
SINKS
ANY ITEMS OR TASKS NOT LISTED IN THIS SCOPE.
EXTERIOR WORK
CEILINGS

ACKNOWLEDGMENT

NO ADDENDUMS

COMMERCIAL CONDITIONS AND CLARIFICATIONS

DUE TO DAILY CHANGES IN OUR WORKLOAD, AND AWAITING RESULTS FROM OUTSTANDING BIDS, WE CAN NOT COMMIT TO A SCHEDULE UNTIL PROJECT HAS BEEN AWARDED .PROJECT IS SUBJECT TO CREW AND FACILITY CAPACITY AT THE TIME OF AWARD.

TOTAL NO TAX	\$	4,600.00
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CONSTRUCTION, DELIVERY, AND INSTALLATION

Acceptance Of Bid Means Acceptance Of Terms.
Terms: Net 30 Days.
Over 30 Day: 1.5% Per Month (\$ 5.00 Min) 18% Per Year.
Price is good for 30 days



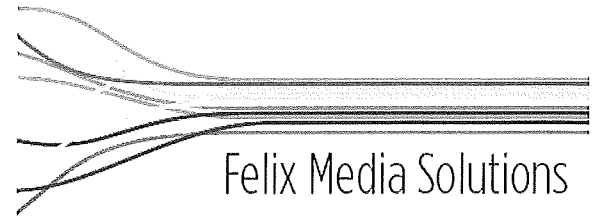
Signature *Bill Bambrick*
CHASCO CONSTRUCTORS

Date *5-22-19*

P-LAM : WILSON ART # 2980K-18 ZEBRA WOOD

FELIX MEDIA SOLUTIONS INC
 3601 S CONGRESS AVE STE H200
 AUSTIN, TX 78704
 (512) 572-1777
 accounting@felixmediasolutions.com
 www.felixmediasolutions.com

Invoice



BILL TO
 Chasco Constructors
 P.O. Box 1057
 Round Rock, TX 78680 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
F7384	03/11/2019	USD 2,400.00	03/11/2019	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
CO 4 for TV RELOCATION			
Labor Labor	12	190.00	2,280.00
Materials Materials	12	10.00	120.00
			Subtotal: 2,400.00

Thank you for choosing Felix Media Solutions!

BALANCE DUE

USD 2,400.00

Commissioners Court - Regular Session

21.

Meeting Date: 07/30/2019

Hairy Man Rd

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Honey Bear Properties, LLC for right of way needed on the Hairy Man Rd. project (Parcel N20/N21). Funding Source: Road Bonds P284

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Honey Bear contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 11:49 AM

Started On: 07/25/2019 10:16 AM

REAL ESTATE CONTRACT

Hairy Man Rd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **HONEY BEAR PROPERTIES, LLC** (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 of land described as follows:

All of that certain 0.021 acre (928 square feet) tract of land located in the David Curry Survey, Abstract No. 130, and the William Dugan Survey, Abstract No. 190, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcels N20 & N21**);

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

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWO THOUSAND THREE HUNDRED TWENTY and 00/100 Dollars (\$2,320.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

3.03. Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's objections prior to Closing, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of SELLER.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY

SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before July 31, 2019 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in a form substantially similar to that shown in Exhibit "B" attached hereto and incorporated herein.

(2) Cooperate, to the extent required and at no cost to Seller, to ensure that the Title Company will deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the promulgated form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price;
- (b) Pay the costs of Closing as required by this Contract.

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.
- (2) Deed (including recording costs), 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 party incurring same 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent

negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed form

SELLER:

HONEY BEAR PROPERTIES, LLC

By: Mark Hunt

Address: 2601 Sam Bass Road
Round Rock, Texas 78681

Name: Mark Hunt

Its: President

Date: 7-19-2019

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL N20 AND N21

BEING A 0.021 ACRE (928 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 4.9190 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 2.1709 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO HONEY BEAR PROPERTIES, LLC, DESCRIBED IN DOCUMENT NO. 2016095753 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.021 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton gin spindle found (Grid Coordinates: N=10164540.10, E=3119025.74) monumenting the southeast corner of said 2.1709 acre Honey Bear Properties, LLC tract, same being on the west boundary line of Lot 61, Creek Bend Section II, a subdivision recorded in Cabinet F, Slide 144 of the Plat Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found bears N 16°59'38" E for a distance of 1.51 feet;

THENCE, **N 76°56'18" W** with the south boundary line of said 2.1709 acre Honey Bear Properties, LLC tract and said north right-of-way line of Hairy Man Road for a distance of **126.79 feet** to a 1/2" iron rod found monumenting the southwest corner of said 2.1709 acre Honey Bear Properties, LLC tract and the southeast corner of said 4.9190 acre Honey Bear Properties, LLC tract for an angle point hereof, from which a 3/4" iron rod found bears N 18°13'10" W for a distance of 3.85 feet;

THENCE, **N 76°32'31" W** with the south boundary line of said 4.9190 acre Honey Bear Properties, LLC tract and said north right-of-way line of Hairy Man Road for a distance of **55.55 feet** to a 1/2" iron rod found monumenting the southwest corner of said 4.9190 acre Honey Bear Properties, LLC tract and the southeast corner of the called 9.821 acre tract of land conveyed to Williamson County, recorded in Document No. 2001070824 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2" iron rod found monumenting an angle point in the south boundary line of said 9.821 acre Williamson County, tract and said north right-of-way line of Hairy Man Road, bears N 85°21'54" W for a distance of 71.28 feet, also from which a 1/2" iron rod found (leaning) , bears S 36°34'41"W for a distance of 3.27 feet;

THENCE, **N 22°59'43" W** with the west boundary line of said 4.9190 acre Honey Bear Properties, LLC tract and the east boundary line of said 9.821 acre Williamson County tract for a distance of **1.99 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof from which a 3/4" iron rod found monumenting an angle point in said west boundary line of the 4.9190 acre Honey Bear Properties, LLC tract and said east boundary line of the 9.821 acre Williamson County tract, bears N 22°59'43" W for a distance of 184.20 and N 33°46'32" W for a distance of 49.86 feet;

THENCE, through the interior of said 4.9190 acre Honey Bear Properties, LLC tract with the arc of a curve to the right an arc length of **58.39 feet**, said curve having a radius of **1521.50 feet**, a delta angle of **02°11'56"** and a chord which bears **S 79°28'01" E** for a distance of **58.38 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on a point in the easterly boundary line of said 4.9190 acre Honey Bear Properties, LLC tract, same being on a point in the westerly boundary line of said 2.1709 acre Honey Bear Properties, LLC tract;


THENCE, through the interior of said 2.1709 acre Honey Bear Properties, LLC tract, the following two (2) courses and distances:

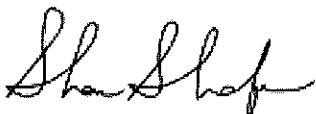
1. With the arc of a curve to the right an arc length of **13.73 feet**, said curve having a radius of **1521.50 feet**, a delta angle of **0°31'01"** and a chord which bears **S 78°06'33" E** for a distance of **13.73 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;
2. **S 77°51'02" E** for a distance of **121.64 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the east boundary line of said 2.1709 acre Honey Bear Properties, LLC tract and the west boundary line of said Lot 61, Creek Bend Section II, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point in said east boundary line of the 2.1709 acre Honey Bear Properties, LLC tract and said west boundary line of Lot 61, Creek Bend Section II, bears **N 69°19'23" E** for a distance of 272.45 feet and **N 73°05'30" E** for a distance of 54.11 feet;

THENCE, **S 69°19'23" W** with said east boundary line of the 2.1709 acre Honey Bear Properties, LLC tract and said west boundary line of Lot 61, Creek Bend Section II for a distance of **12.22 feet** to the **POINT OF BEGINNING** hereof and containing 0.021 acre of land more or less.

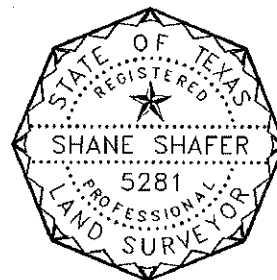
Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

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
T.B.P.L.S. FIRM NO. 10006900



July 19, 2019



SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N20 -N21\PARCEL N20 AND N21 REVISION 3 M&B.doc

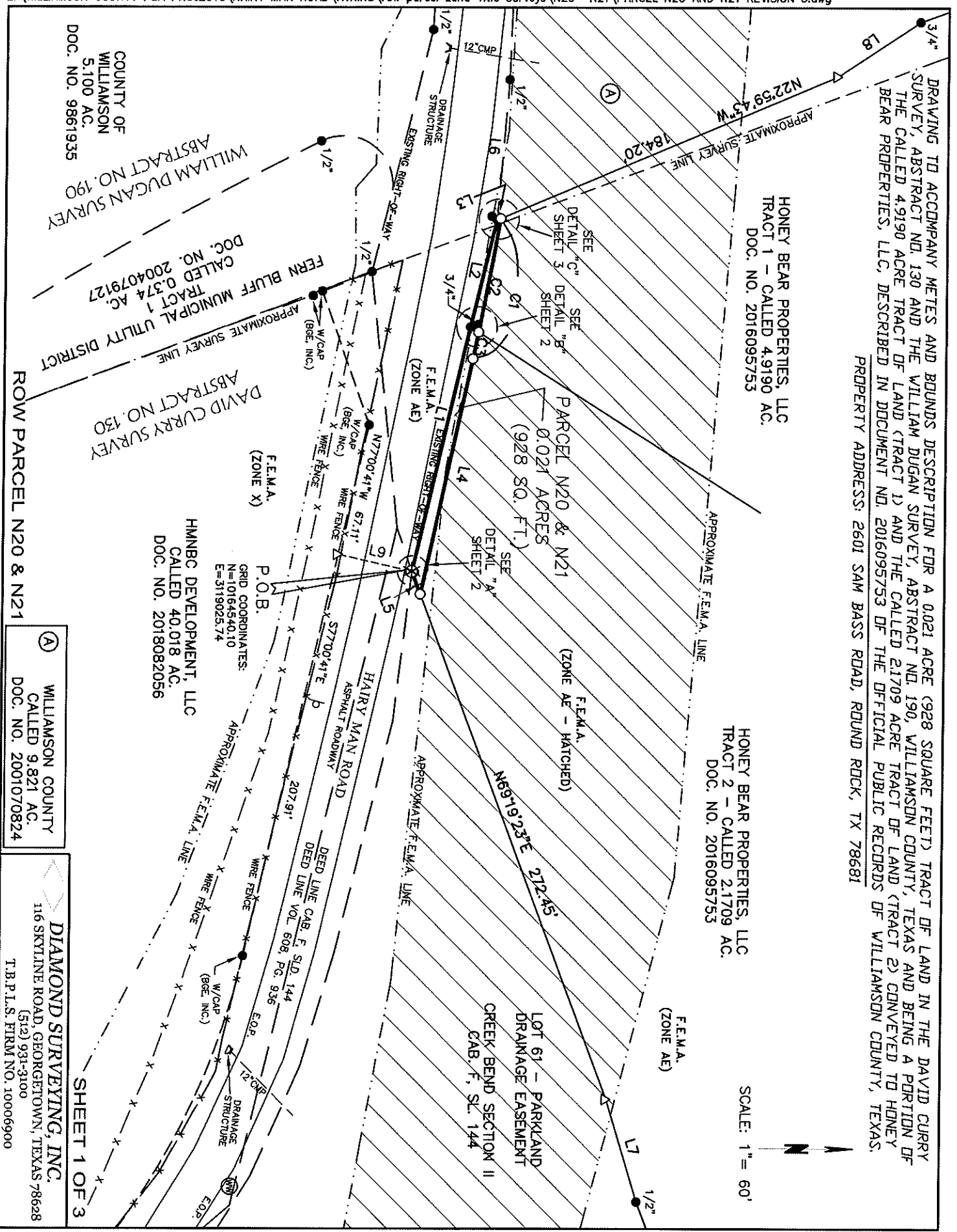
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.021 ACRE (928 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 4.9190 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 2.1709 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO HONEY BEAR PROPERTIES, LLC, DESCRIBED IN DOCUMENT NO. 2016095753 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2601 SAM BASS ROAD, ROUND ROCK, TX 78681

HONEY BEAR PROPERTIES, LLC
TRACT 1 - CALLED 4.9190 AC.
DOC. NO. 2016095753

HONEY BEAR PROPERTIES, LLC
TRACT 2 - CALLED 2.1709 AC.
DOC. NO. 2016095753

SCALE: 1" = 60'



COUNTY OF WILLIAMSON
5.100 AC.
DOC. NO. 98619335

WILLIAM DUGAN SURVEY
ABSTRACT NO. 190

FERN BLUFF MUNICIPAL UTILITY DISTRICT
CALLED 0.374 AC.
TRACT 1
DOC. NO. 2004079127

DAVID CURRY SURVEY
ABSTRACT NO. 130

HMNBC DEVELOPMENT, LLC
CALLED 40.018 AC.
DOC. NO. 2018082056

ROW PARCEL N20 & N21

WILLIAMSON COUNTY
CALLED 9.821 AC.
DOC. NO. 2001070824

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

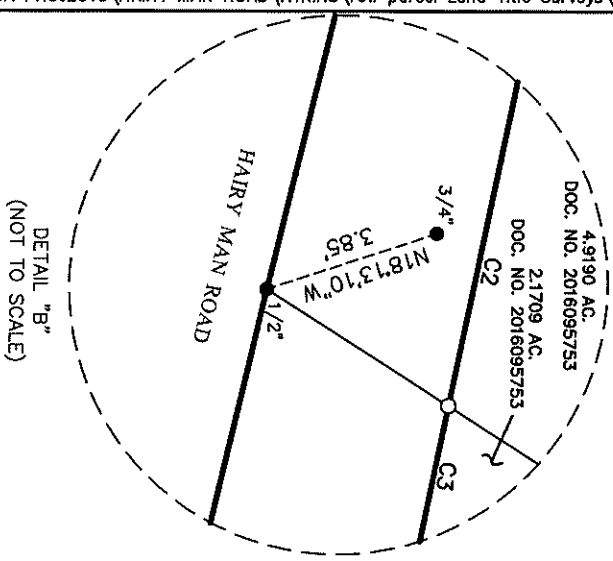
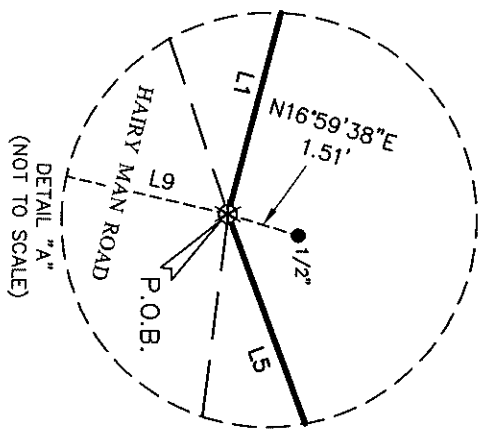
SHEET 1 OF 3

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.021 ACRE (928 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 4.9190 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 21709 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO HONEY BEAR PROPERTIES, LLC, DESCRIBED IN DOCUMENT NO. 2016095753 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2601 SAM BASS ROAD, ROUND ROCK, TX 78681

TITLE COMMITMENT NOTES:

- 10a) Electric transmission and/or distribution line easement to Texas Power & Light Company, recorded in Volume 318, Page 463, Deed Records, Williamson County, Texas. Not a part of subject tract.
- 10b) Electric transmission and/or distribution line to Lower Colorado River Authority, recorded in Volume 334, Page 579, Deed Records, Williamson County, Texas. Not a part of subject tract.
- 10c) Pipeline easement to Lone Star Gas Company, recorded in Volume 430, Page 412, Deed Records, Williamson County, Texas. Not a part of subject tract.
- 10d) Distribution easement to Texas Power & Light Company, recorded in Volume 435, Page 128, Deed Records, Williamson County, Texas. Not a part of subject tract.
- 10e) Electric distribution and telephone line easement to Texas Power & Light Company and Southwestern Bell Telephone, recorded in Volume 683, Page 174, Deed Records, Williamson County, Texas. Not a part of subject tract.
- 10f) Electric distribution and telephone line easement to Texas Power & Light Company and Southwestern Bell Telephone, recorded in Volume 683, Page 176, Deed Records, Williamson County, Texas. Not a part of subject tract.
- 10g) Electric distribution and telephone line easement to Texas Power & Light Company and Southwestern Bell Telephone, recorded in Volume 710, Page 144, Deed Records, Williamson County, Texas. Unable to determine location of said easement, due to a vague description.



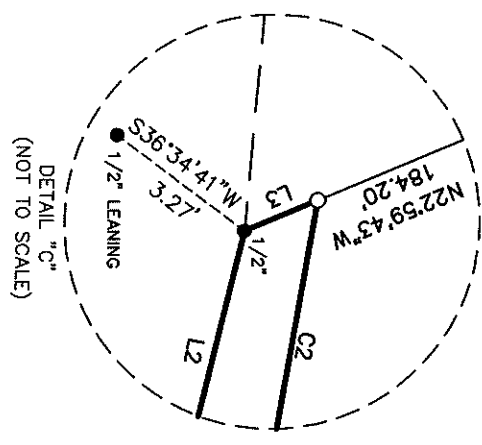
CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1521.50'	72.12'	2°42'57"	S79°12'31"E	72.11'
C2	1521.50'	58.39'	2°11'56"	S79°28'01"E	58.38'
C3	1521.50'	13.73'	0°31'01"	S78°06'33"E	13.73'

ROW PARCEL N20 & N21
SHEET 2 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.021 ACRE (928 SQUARE FEET) TRACT OF LAND IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 4.9190 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 21709 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO HONEY BEAR PROPERTIES, LLC, DESCRIBED IN DOCUMENT NO. 2016095753 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2601 SAM BASS ROAD, ROUND ROCK, TX 78681



LINE	BEARING	DISTANCE
L1	N76°56'18"W	126.79'
L2	N76°32'31"W	55.55'
L3	N22°59'43"W	1.99'
L4	S77°51'02"E	121.64'
L5	S69°19'23"W	12.22'
L6	N85°21'54"W	71.28'
L7	N73°05'30"E	54.11'
L8	N33°46'32"W	49.86'
L9	S12°59'19"W	38.15'

LEGEND

- IRON ROD FOUND
- ⊗ COTTON GIN SPINDLE FOUND
- 1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- △ CALCULATED POINT
- ▽ SIGN
- ⊕ WASTEWATER MANHOLE
- ⊗ WIRE FENCE
- APPROXIMATE F.E.M.A. LINE
- E.O.P. EDGE OF PAVEMENT
- CMP CORRUGATED METAL PIPE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY

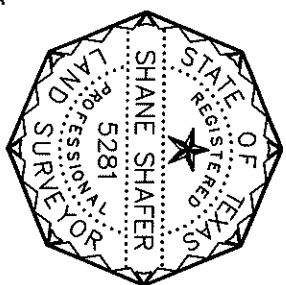
GENERAL NOTES:

- ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.
- THE TRACT SHOWN HEREON LIES WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONED AE-HATCHED (FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 19, 2019. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1a, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNER SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



ROW PARCEL N20 & N21
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281
JULY 19, 2019
DATE

EXHIBIT "B"

Parcel N20 & N21

DEED

Hairy Man Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.021 acre (928 square foot) tract of land located in the David Curry Survey, Abstract No. 130, and the William Dugan Survey, Abstract No. 190, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel N20 & N21)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

GRANTOR:

HONEY BEAR PROPERTIES, LLC

By: _____

Name: _____

Its: _____

Commissioners Court - Regular Session

22.

Meeting Date: 07/30/2019

Walker Texas Surveyors WA6 Sup1 On Call Survey Services

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for On Call Survey Services at Various Locations.

Background

This supplemental is to decrease the maximum amount payable from \$50,000.00 to \$36,440.00.

Fiscal Impact

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

Attachments

Walker Texas Surveyors WA6 Sup1 On Call Survey Services

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/23/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

07/23/2019 09:38 AM

07/23/2019 03:42 PM

Started On: 07/18/2019 03:49 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 6

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Survey Services at Various Locations

This Supplemental Work Authorization No. 1 to Work Authorization No. 6 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 6 dated effective **November 21, 2017** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby decreased from **\$50,000.00** to **\$36,440.00**.

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

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

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

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

FIRM:

By: Karen J. Walker
Signature

Karen J. Walker
Printed Name

President
Title

7/18/19
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Commissioners Court - Regular Session

23.

Meeting Date: 07/30/2019

Walker Texas Surveyors WA7 Sup1 On Call Survey Services

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for On Call Survey Services at Various Locations.

Background

This supplemental is to extend the expiration date to September 30, 2020 and increase the maximum amount payable to \$91,405.00.

Fiscal Impact

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

Attachments

Walker Texas Surveyors WA7 Sup1 On Call Survey Services

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Vicky Edwards
Final Approval Date: 07/23/2019

Reviewed By

Hal Hawes
Andrea Schiele

Date

07/23/2019 09:38 AM
07/23/2019 03:46 PM
Started On: 07/18/2019 04:06 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 7

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Survey Services at Various Locations**

This Supplemental Work Authorization No. 1 to Work Authorization No. 7 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 7 dated effective **October 2, 2018** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2020**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from **\$50,000.00** to **\$91,405.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:

By: Karen J. Walker
Signature

Karen J. Walker
Printed Name

President
Title

7/18/19
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Walker Texas Surveyors, Inc. on the work schedule and authorization to proceed on assigned services. Walker Texas Surveyors, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session

24.

Meeting Date: 07/30/2019

Discuss consider and take appropriate action regarding the closing of CR 481 and detouring traffic during cross culvert replacement

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the closing of CR 481 and detouring traffic during cross culvert replacement.

Background

The proposed roadway closure and detour of CR 481 at Knight Branch, approximately 2,800' south of CR 482, is necessary in order to replace the existing cross culvert, which has severely deteriorated. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service and Thrall ISD will be notified. The detour will be 6.5 miles in length and will take approximately 12 minutes. The closure will start on August 5, 2019 and continue for approximately 12 working days/16 calendar days.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Detour Plan- CR 481 at Knight Branch

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Murphy
Final Approval Date: 07/25/2019

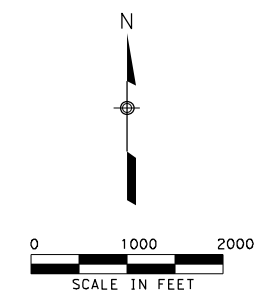
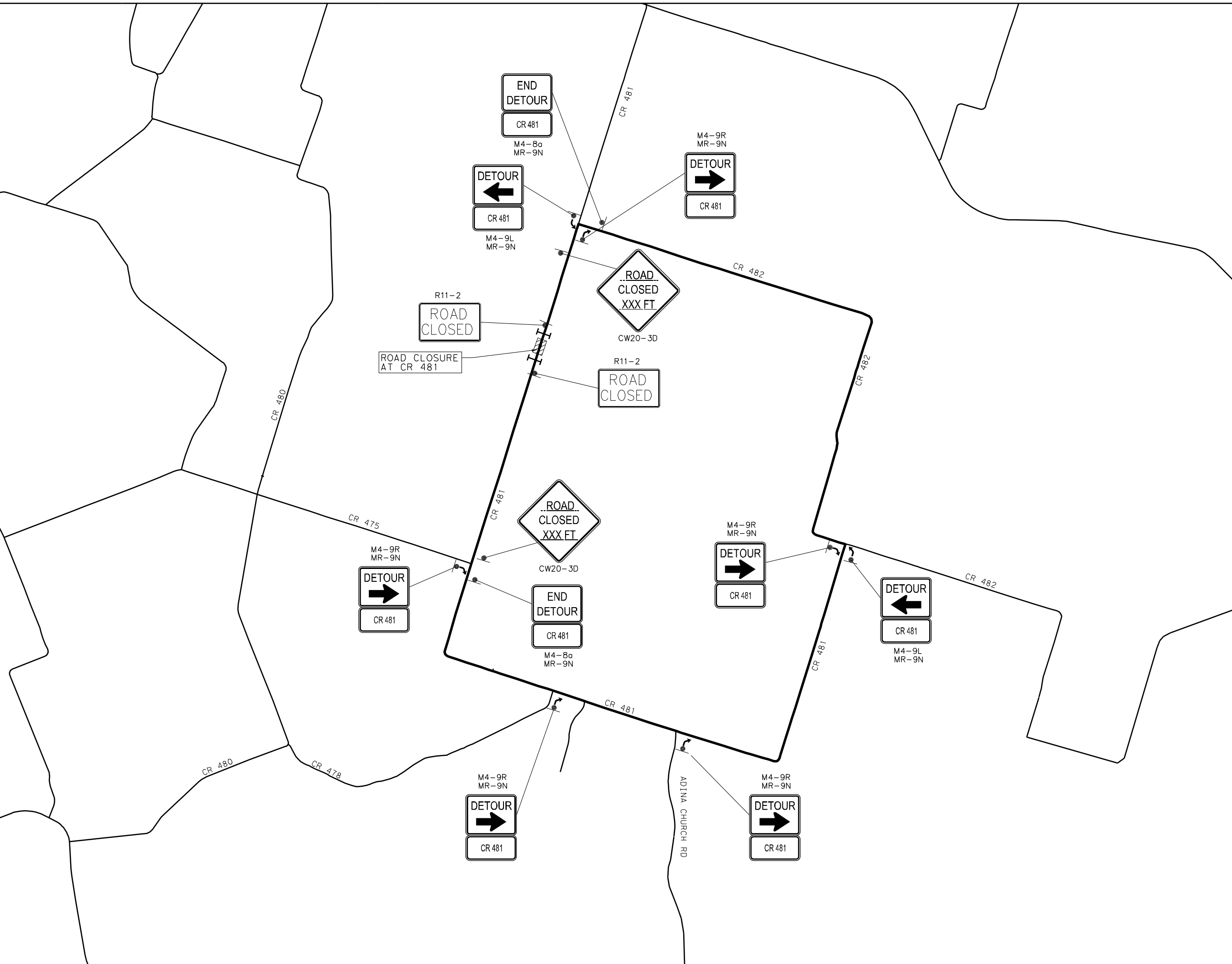
Reviewed By

Andrea Schiele

Date

07/25/2019 09:30 AM
Started On: 07/25/2019 08:35 AM

FILE: P:\22000-22999\22503 Wilco Culvert Replacement\CAD\Plans\Traffic Control\Traffic Control.dgn
 PENTABLE: S:\Software\Bentley\Standards\tables\GRAYSCALE*COLORLOGO.TBL
 PRINTED: 11/16/2018@ 3:31:44 PM
 PLOT DRIVER: S:\Software\Bentley\Standards\plotdrv\printer.plt



- LEGEND:**
- TYPE III BARRICADE
 - SIGN POST
 - DETOUR TRAFFIC FLOW
- TRAFFIC CONTROL PHASING:**
1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
 2. CLOSE CR 481
 3. DEMOLISH EXISTING PAVEMENT AND EXISTING CULVERTS
 4. CONSTRUCT CULVERTS AND PAVE STREET
 5. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
 6. OPEN CR 481 FOR TRAFFIC
- NOTES:**
1. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTY ALONG CR 481 AT ALL TIMES.

WILLIAMSON COUNTY
 FY19 CROSS CULVERT REPLACEMENTS

TRAFFIC CONTROL PLAN (C-2762-A AT CR 481)

SHEET 8 OF 9 SCALE: 1"=2000'

DATE: 11/16/2018		BY: PH DW: PH CK: BRL AP: BRL	
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.	
6	----	11	
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	CR 481

Commissioners Court - Regular Session

25.

Meeting Date: 07/30/2019

Discuss consider and take appropriate action on a license agreement between Williamson County and Vista Oaks Municipal Utility District

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Williamson County License Agreement between Williamson County and Vista Oaks Municipal Utility District relating to improvements to be placed in Williamson County's right-of-way, as depicted in Exhibit "A-1" and the "Vista Oaks Beautification Project 2018" landscape design development documents.

Background

Vista Oaks Municipal Utility District is requesting permission from the County to complete a landscape design project within the County's right-of-way.

Fiscal Impact

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

Attachments

[License Agreement- Vista Oaks MUD](#)
[Landscape Design Development Documents](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Murphy
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 10:06 AM
Started On: 07/25/2019 09:27 AM

WILLIAMSON COUNTY
LICENSE AGREEMENT
[C.R. 175 – SAM BASS ROAD AND VISTA ISLE DRIVE]

This License Agreement (“*Agreement*”) is entered into as of the Effective Date (defined below) between **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (“*County*”), and **VISTA OAKS MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (“*Licensee*”), and is as follows:

I. PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to, landscaping, lighting, walls, fencing, monuments, signage, irrigation, and related improvements (collectively, “*Licensee’s Improvements*”) upon the portions of County’s right-of-ways located outside of the roadways. County grants to Licensee permission to install and maintain Licensee’s Improvements in the areas of County’s right-of-ways depicted in the attached **Exhibit “A”** (the “*Licensed Property*”).

County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal ordinances, laws, and regulations existing at the time the construction and maintenance is performed.

II. NO ANNUAL FEE

County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that County’s permission and grant of a license hereunder and Licensee’s ability to construct Licensee’s Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY’S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of County and its successors, assigns, lessees, grantees, and licensees to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of County or its successors. County does, however, agree to give Licensee at least thirty (30) days’ written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee’s Improvements, at Licensee’s sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee’s Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee,

and remove, without liability to Licensee, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to County and licensed to do business in Texas or by the Texas Municipal League Intergovernmental Risk Pool, with a combined single limit of not less than Five Hundred Thousand and NO/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors relating to the Licensed Property. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted or otherwise limited until thirty (30) days after County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO COUNTY), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY CONTRACTOR OF LICENSEE, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH LICENSEE'S IMPROVEMENTS ON THE LICENSED PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNITEE. THIS INDEMNIFICATION WILL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

B. INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO COUNTY), AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE LICENSEE'S IMPROVEMENTS, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR

OMISSIONS OF LICENSEE OR ITS CONTRACTORS, ANYONE EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse County for all costs of replacing or repairing any property of County that is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain Licensee's Improvements and any portion of the Licensed Property where Licensee's Improvements are installed by keeping such area free of debris and litter, periodically trimming any trees in such area in a manner so as not to create a nuisance or danger to the public health and safety, and removing dead or dying plants from such area. Removal of dead or dying plants will be handled by Licensee at its expense, as required by County, and must be completed within thirty (30) days following receipt of a written request by County to do so. If Licensee abandons or fails to maintain the portions of the Licensed Property where Licensee's Improvements are installed, and County receives no substantive response within thirty (30) days following written notification to Licensee, then County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any of the Licensee's Improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the portions of the Licensed Property where Licensee's Improvements are installed or otherwise comply with the terms or conditions as set forth herein, then County may give Licensee written notice thereof, by registered or certified mail, return receipt requested, to Licensee at the address set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the thirty (30) day period, County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by County, all costs and expenses reasonably incurred by County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all of the Licensed Property for the purposes set forth in this Agreement, then this Agreement will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to County's termination of the license will be deemed the property of County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the thirty (30) day notice period, remove Licensee's Improvements from the portion of the Licensed Property as to which this Agreement is being terminated. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of County. Licensee agrees and acknowledges that Licensee will be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), upon thirty (30) days' written notice to Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days written notice to Licensee, any maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of County, which consent will not be unreasonably withheld. In the event that County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To Licensee At:

Vista Oaks Municipal Utility District
c/o Armbrust & Brown, PLLC
Attn: Jenn Scholl
100 Congress Avenue, Suite 1300
Austin, Texas 78701
(512) 435-2380
E-mail: jscholl@abaustin.com

To County At:

Williamson County Engineer
Terron Evertson (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: jengland@wilco.org

with copy to: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include

the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to County or Licensee, or their respective past or present officers, employees, agents, or employees, nor to create any legal rights or claim on behalf of any third party. Neither County nor Licensee waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY COUNTY'S COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which may be deemed an original and all of which together will constitute a single instrument.

**[THE REMAINDER OF THIS PAGE IS BLANK]
[SIGNATURE PAGES FOLLOW]**

COUNTERPART SIGNATURE PAGE TO WILLIAMSON COUNTY LICENSE AGREEMENT
[C.R. 175 – SAM BASS ROAD AND VISTA ISLE DRIVE]

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 2019 (the "*Effective Date*").

COUNTY:

WILLIAMSON COUNTY, TEXAS
a political subdivision of the State of Texas

By: _____
Bill Gravell Jr.,
Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2019, by Bill Gravell Jr., as County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.


(seal)

Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE TO WILLIAMSON COUNTY LICENSE AGREEMENT
[C.R. 175 – SAM BASS ROAD AND VISTA ISLE DRIVE]

LICENSEE:

VISTA OAKS MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By:  _____
Mike R. Asbury, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 18 day of July, 2019, by Mike R. Asbury, President of the Board of Directors of Vista Oaks Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

(seal)



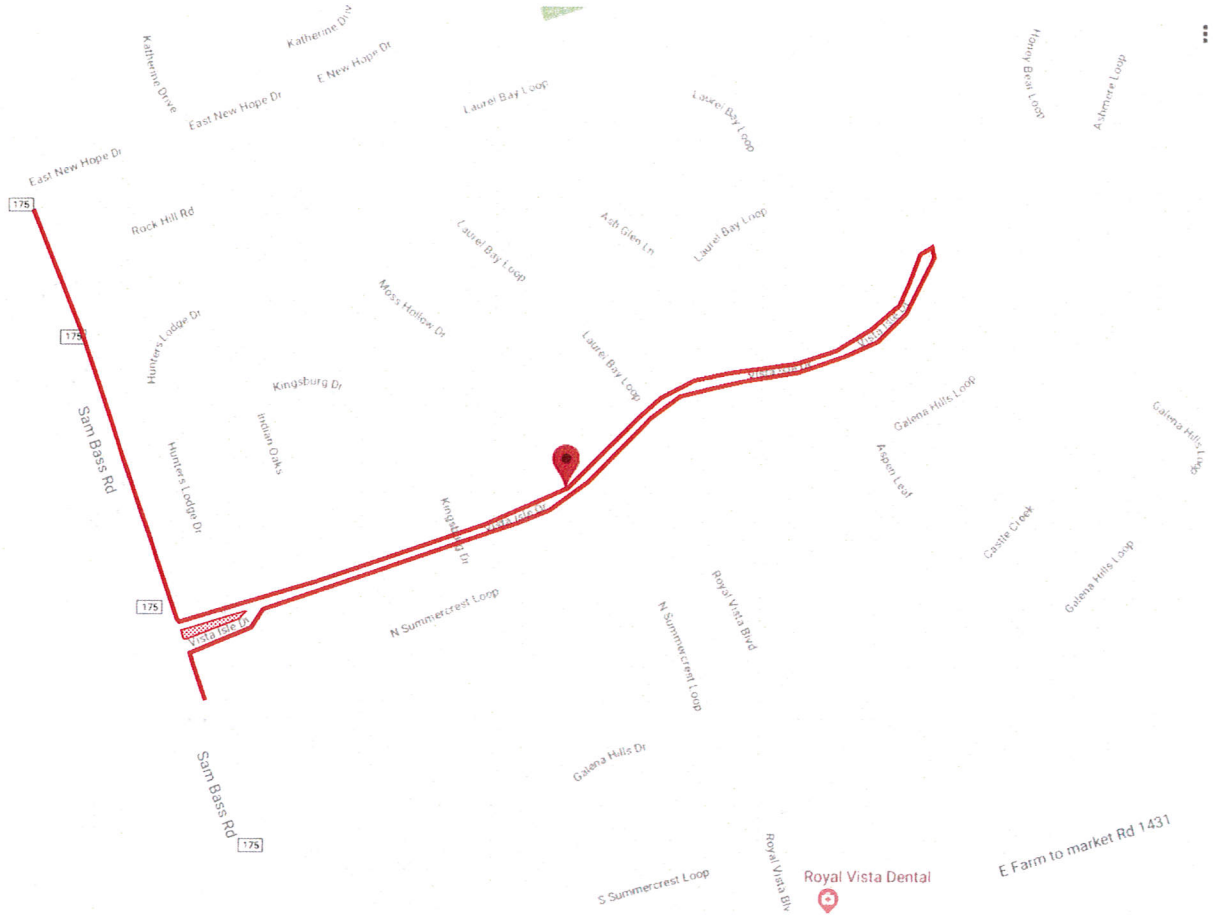
 _____
Notary Public, State of Texas

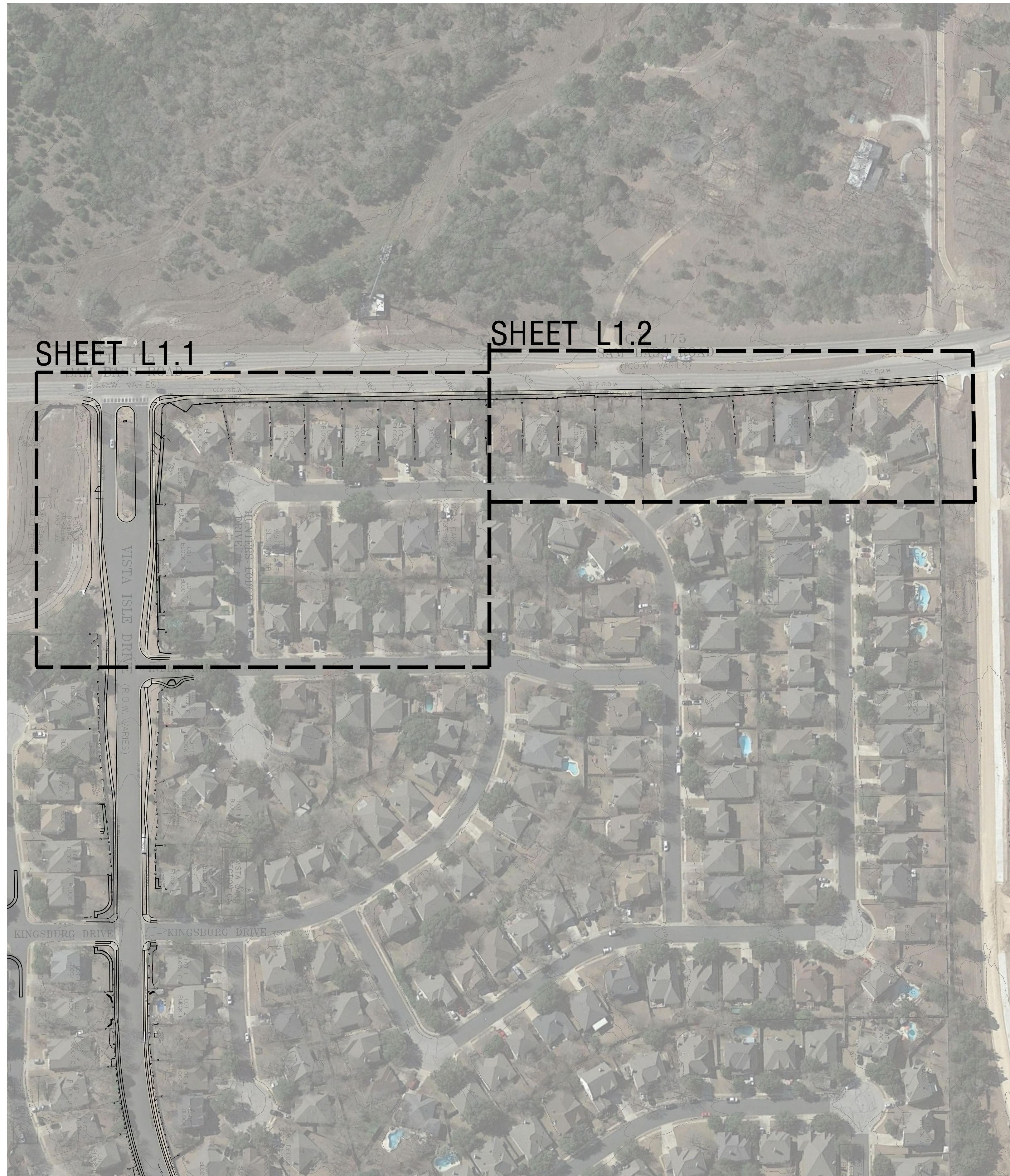
EXHIBIT "A"

LICENSED PROPERTY

The portion of the eastern side of Sam Bass Road right-of-way not intended or used for vehicular traffic that is located adjacent to Vista Oaks Section 6C, Vista Oaks Section 6B, and Vista Oaks Section 4B, subdivisions in Williamson County, Texas according to the map or plat recorded in Cabinet S, Slide 243, Cabinet P, Slide 187, and Cabinet R, Slide 271, Plat Records of Williamson County, Texas, as generally depicted in orange on **Exhibit "A-1"** attached hereto, and all portions of the Vista Isle Drive right-of-way not intended or used for vehicular traffic, including the median which sits in the middle of the right-of-way, as generally depicted in orange on **Exhibit "A-1"** attached hereto.

EXHIBIT "A-1"





SCHEDULE

OF

DRAWINGS

L1.0
L1.1
L1.2
L2.0

NOTES
PLANTING PLAN
PLANTING PLAN
PLANTING NOTES AND DETAILS

VISTA OAKS BEAUTIFICATION PROJECT 2018

LANDSCAPE DESIGN DEVELOPMENT DOCUMENTS

Vista Oaks Municipal Utility District

OWNER:
Vista Oaks Municipal Utility District

ENGINEER:
Grey Engineering
8834 N Capital of Texas Hwy #140,
Austin, TX 78759
512.452.0371

LANDSCAPE ARCHITECT:
Pharis Design, Inc.
2525 South Lamar #4
Austin, Texas 78704
512.853.9682



GENERAL NOTES

- Landscape Architect is not responsible for accuracy of existing site conditions, including location of all utilities.
- Contractor must coordinate with Owner for final stake and layout of all hardscape elements prior to construction.
- Contractor shall be responsible for all coordination with his subcontractors to accomplish his scope of work. Contractor shall coordinate construction with other trades working on the site simultaneously.
- Contractor shall notify Owner 48 hours prior to commencement of work to coordinate project inspection schedule.
- Any required changes to the drawings resulting from the acceptance of contractor's alternatives and/or substitutions and the responsibility of the contractor and shall be submitted to the Owner for approval.
- Contractor shall comply with all applicable ordinances and local codes. Any conflicting information shall be brought up to the attention of the Owner. Required permits shall be obtained by the Contractor.
- Contractor shall provide unit prices based on quantities on documents. Field conditions may revise actual location, increasing or decreasing the extent of the work bid. Changes to the extent of work resulting in an increase will be based on unit price and performed subject to approval of the owner in the form of a change order.
- Contractor shall provide all labor, materials and supervision necessary to accomplish the work as shown and noted on the drawings unless otherwise specified.
- Contractor to include a minimum 1 year warranty on material and craftsmanship after final acceptance. Includes planting, irrigation, walls, etc.
- All existing trees are to remain, unless otherwise noted by landscape architect.

- Contractor to field verify topo and existing site conditions prior to install
- Tree protection fencing must be in place prior to the clearing of the site or any construction and must remain until construction is complete. Refer to civil sheets for tree protection fencing locations.
- The Contractor must continuously maintain the required landscaping in accordance with LDC Section 25-2-984.
- Contractor responsible for maintenance of site during construction. Contractor to provide 90-day maintenance period after completion of construction.

- All landscaped areas are to be protected by six-inch wheel curbs, wheelstops or other approved barriers as per ECM 2.4.7

- Prior to start of construction contractor to provide material submittal package for Owner and Landscape Architect review. Submittal package to include soil, mulch, and rock samples and testing results; plant photos; irrigation product specification information; and any other product information within contractor's scope of work.

- Contractor to provide closeout package after final completion of project. Package to include shipping tickets, irrigation manuals, irrigation as-builts, warranty letter, and other manual/information of products within contractor's scope of work.

- Contractor responsible for knowledge of existing site conditions, use of rock saw, jack hammers, etc to be included in pricing. Please refer to geotechnical report.

GENERAL SITEWORK NOTES

- Contractor shall be familiar with existing site conditions and underground utilities, pipes and structures. Contractor shall take sole responsibility of any cost incurred due to bodily injury and/ or damage of owner's property or said utilities. Contractor is responsible for contacting utility companies before excavation.
- Any conflicting information shall be brought to the attention of the Owner, landscape architect and owner shall assume the contractor has incorporated the costliest item.
- Do not willfully proceed with construction as designed when unknown obstructions and/ or grade differences exist that may have not been known during design. Such conditions shall be immediately brought to the attention of the Owner. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notifications.
- Contractor is responsible for locating and protecting existing irrigation and landscape on site from any damage. Contractor shall notify Owner if any conflicts immediately.
- The contractor shall be responsible for field verification of existing conditions, and shall perform field measurements prior to fabrication and/ or purchase of any material and shall contact Owner should existing conditions be different from the design drawings for this project. Conflicts arising due to lack of coordination shall be the responsibility and the expense of the contractor.
- The contractor shall coordinate storing of materials, parking of vehicles and restrictions of work with the owner. Under no circumstances shall any contractor store materials or park vehicles under the canopy of an existing tree.
- All construction covered by these contract documents shall be in conformance with the latest edition of all applicable city and OSHA codes and standards including, but not limited to, the Uniform Building Code., enacted by The International Conference of Building Officials, most recent editions, and amendments as adopted by the local government.
- Contractor is responsible for providing and servicing temporary toilet facilities.
- Contractor is responsible for removal of trash and repair of hazardous conditions (tool, open holes, etc) on a daily basis by the end of the work day. Remove all excessive dirt build up on haul route as required daily and by noon on Fridays.
- Coordinate with Owner for permissions should weekend work be necessary.
- Contractor is responsible for any necessary temporary fencing.
- Contractor shall coordinate with Owner and verify erosion and sedimentation control requirements. Landscape Architect is not responsible for erosion control.
- Contractor responsible for any necessary repairs to existing conditions that occur during construction.

SOIL CONDITIONING AND MULCHING

- A minimum of 3 inches of organic mulch shall be added in non-turf areas to the soil surface after planting.
- Non-porous material such as sheet plastic shall not be placed under the mulch.
- A minimum of 6" permeable soil, native or imported, shall be required for turf and landscaped areas. The organic matter content of such soils shall be not less than 5% by dry weight.
- Tree planting areas to be provided with a minimum of 12 inches of friable native loam soil (max. 40% clay, minimum 5% organic matter). Planting in relatively undisturbed existing native soils is encouraged. Soil to a minimum depth of 12 inches is required within the entire landscape median or peninsula. All other planting areas must have a minimum soil depth of 12 inches within a radius of six feet from the tree trunk. Trees are not to be planted in caliche, solid rock, or, in soils whose texture has been compacted by construction equipment. Areas of compaction which have been subsequently amended with 12 inches of friable native soil are suitable for planting.
- Contractor to pocket amend planting areas with Geo Growers Thunder Dirt or equivalent. Amend area equal to two times the width of planting container. See planting detail below.

REMEDIAL TREE CARE NOTES - AERATION AND SUPPLEMENTAL NUTRIENT REQUIREMENTS FOR TREES WITHIN CONSTRUCTION AREAS

- Trees will be fertilized prior to any construction activity. Materials and methods are to be approved by the City Arborist (974-1876) prior to application.
- The general contractor shall select a fertilization contractors and insure coordination with the City Arborist. Within 7 days after fertilization is performed, the contractor shall provide documentation of the work performed to the City Arborist, Watershed Protection, P.O. Box 1088, Austin, Texas, 78767.
- All Class 1 trees within (or adjacent to) the limits of construction which are indicated to be preserved (on the plans) will be fertilized prior to the beginning of construction activities and again after the completion of all construction. Areas to be fertilized include the entire critical root zone of a tree as depicted on the City approved plans. Trees are to be fertilized via soil injection method (minimum 100 psi), using Doggett X-L injecto 32-7-7 or equivalent at recommended rates. Construction that will be completed in less than 90 days should use material at recommended rates. Alternative organic fertilizer materials are acceptable when approved by the City Arborist.

LANDSCAPE/IRRIGATION NOTES

Automatic irrigation systems shall comply with the following requirements. These requirements shall be noted on the Site Development Permit and shall be implemented as part of the landscape inspection:

- A new commercial and multi-family irrigation system must be designed and installed so that:
 - there is not direct overspray onto non-irrigated areas;
 - the system does not include spray irrigation on areas less than six (6) feet wide (such as medians, buffer strips, and parking lot islands)
 - above-ground irrigation emission devices are set back at least six (6) inches from impervious surfaces;
 - the irrigation system has a master valve;
 - circuit remote control valves have adjustable flow controls;
 - serviceable in-head check valves are adjacent to paved areas where elevation differences may cause low head drainage;
 - the irrigation system has a City- approved weather based controller;
 - an automatic rain shut-off device shuts off the irrigation system automatically after not more than a one-half inch (1/2") rainfall;
 - zone valves and circuits are separated based on plant water requirements;
 - an irrigation emission device (such as spray, rotor, or drip emitter) does not exceed the manufacturer's recommended operating pressure; and
 - no component of the irrigation system deviates from the manufacturer's recommended use of the product.
- The maximum spacing between spray or rotary sprinkler heads must not exceed the radius of throw of the head unless manufacturer of the sprinkler head specifically recommends a greater spacing. The radius of throw is determined by reference to the manufacturer's specifications for a specific nozzle at a specific operating pressure.
- The irrigation installer shall develop and provide an as-built design plan and water budget to the City at the time the final plumbing inspection is performed. The water budget shall include:
 - a chart containing zone numbers, precipitation rate, and gallons per minute; and
 - the location of the emergency irrigation system shut-off valve. A laminated copy of the water budget shall be permanently installed inside the irrigation controller door.
- The irrigation installer shall provide a report to the Owner on a form provided by the Austin Water Utility Department certifying compliance with Subsection 1 when the final plumbing inspection is performed by the City.
- All landscape areas will be irrigated with an automatic irrigation system. No machine trenching of irrigation lines shall be allowed within the dripline of an existing tree.
- Native seeded areas are to be watered with above ground temporary irrigation. Temporary irrigation may be hooked to water truck or fire hydrant. Owner to decide method prior to construction.
- Contractor to label all valves and decoders. Label numbers to be included in asbuilt.
- Contractor responsible for boring under sidewalks.

TREE PLANTING NOTES

- Remove nursery applied tree wrap, tape or string from tree trunk and crown. Remove any tags or labels.
- Prune suckers off.
- Set rootball level to grade or slightly above grade (1/2") if in clay soil.
- Mulch 3"-4" deep leaving 3" circle of bare soil around trunk of tree.
- Fold down or pull back string, burlap or plastic exposing rootball. Remove all non-degradable materials. Do not remove, soil from rootball.
- Break up sides of planting hole.
- Center rootball in planting hole. Leave bottom of planting hole firm. Do not amend soil unless planting in poor or severely disturbed soil or building rubble. Use water to settle soil and remove air pockets and firmly set tree.
- Do not stake unless in heavy clay soil, windy conditions, 3' or greater diameter tree trunk or large crown. If staking is needed due to these conditions:
 - Stake with 2 x 2 hardwood stakes or approved equal driven 6"-8" outside of rootball.
 - Loosely stake tree trunk to allow for trunk flexing.
 - Stake trees just below first branch with 2'-3' wide belt-like, nylon or plastic straps (2 per tree on opposite sides of tree, connect from tree to stake horizontally. Do not use rope or wire through a hose.)
 - Remove all staking materials after one year.
- Location of trees should comply with COA transportation set back, sight lines, etc.

SPECIAL CONSTRUCTION TECHNIQUES

- Prior to excavation within tree driplines, or the removal of trees adjacent to other trees that are to remain, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize root damage.
- In critical root zone areas that cannot be protected during construction with fencing, and where heavy vehicular traffic is anticipated, cover those areas with four (4) inches of organic mulch to be produced on site, to minimize soil compaction.
- Perform all grading within critical root zone areas with small equipment to minimize root damage.
- Water all trees most heavily impacted by construction activities deeply as necessary during periods of hot, dry weather. Spray tree crowns with water periodically to reduce dust accumulation on the leaves.
- When installing concrete adjacent to the root zone of a tree, use a plastic vapor barrier behind the concrete to prohibit leaching of lime into the soil.
- Contractor is responsible for field verifying that all elements are installed in compliance with 2012 TAS regulation.
- Contractor is responsible for tagging and sourcing all plant material. Plant material substitutions must be submitted to landscape architect for approval prior to purchasing.
- Contractor must turn in pictures of all trees and large shrubs for landscape architect and owner's approval prior to purchasing.
- Contractor is responsible for ensuring the quality and health of all plant material.
- Landscape Architect to approve plant layout prior to planting. Contact landscape architect at least 48 hours in advance to schedule plant staking/layout approval.
- All disturbed areas shall be revegetated with a native grass mix.
- Contractor to stake all trees and bed-lines prior to construction for approval by Landscape Architect and owner.
- Contractor is responsible for ensuring the quality and health of all plant material.
- Existing trees shall be mulched at a depth of three inches and a minimum radius of 10 feet from tree base.
- Prune all existing trees to eliminate dead or broken limbs that might be hazardous to pedestrians.
- Contractor to repair damage to all native seed areas. Seed to be Native Seed Trail Mix or equivalent.

PRELIMINARY

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

VISTA OAKS MUD

DEVELOPER

WILLIAMSON COUNTY

OWNER
VISTA OAKS MUD

NOTES

C:\Team_Drive\PROJECTS_N-Z\2000_Muds_Oaks_MUD\00_Landscap\1_LandscapeDevelopment\CAD\Vista_Oaks_Schematic (1).1.dwg

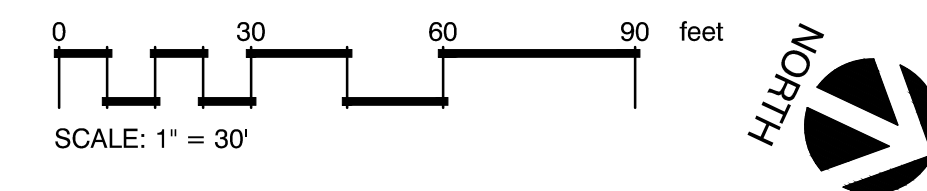
PRELIMINARY

NOT FOR REGULATORY
 APPROVAL, PERMITTING,
 OR CONSTRUCTION



PLANT SCHEDULE

TREES	COMMON NAME
	Anacacho Orchid
	Chitalpa
SHRUBS	COMMON NAME
	Indigo Spires Salvia
	Pride of Barbados
	Primrose Jasmine
	Red Yucca
	Santa Rita Pricklypear
	Spineless Prickly Pear
	Texas Sotol
	Weber's Agave
ANNUALS/PERENNIALS	COMMON NAME
	Blackfoot Daisy
	Mexican Bush Sage
	New Gold Lantana
GRASSES	COMMON NAME
	Big Muhly
	Mexican Feathergrass
	Pink Flamingo Muhly Grass



VISTA OAKS MUD

OWNER: VISTA OAKS MUD

DEVELOPER: WILLIAMSON COUNTY

PLANTING PLAN

PLAN SET
 12/19/2018 DD SET

SHEET NO.
L1.1

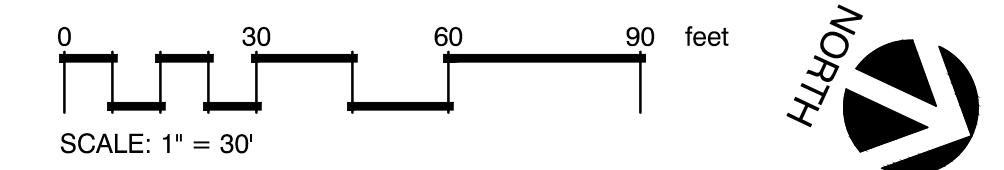
PRELIMINARY

NOT FOR REGULATORY
 APPROVAL, PERMITTING,
 OR CONSTRUCTION



PLANT SCHEDULE

TREES	COMMON NAME
AO	Anacacho Orchid
CH	Chitalpa
SHRUBS	COMMON NAME
[Symbol]	Indigo Spires Salvia
[Symbol]	Pride of Barbados
[Symbol]	Primrose Jasmine
[Symbol]	Red Yucca
[Symbol]	Santa Rita Pricklypear
[Symbol]	Spineless Prickly Pear
[Symbol]	Texas Sotol
[Symbol]	Weber's Agave
ANNUALS/PERENNIALS	COMMON NAME
[Symbol]	Blackfoot Daisy
[Symbol]	Mexican Bush Sage
[Symbol]	New Gold Lantana
GRASSES	COMMON NAME
[Symbol]	Big Muhly
[Symbol]	Mexican Feathergrass
[Symbol]	Pink Flamingo Muhly Grass



VISTA OAKS MUD
 DEVELOPER
 WILLIAMSON COUNTY
PLANTING PLAN

OWNER
 VISTA OAKS MUD

PLAN SET
 12/19/2018 DD SET

SHEET NO.
L 1.2

PRELIMINARY

NOT FOR REGULATORY
 APPROVAL, PERMITTING,
 OR CONSTRUCTION

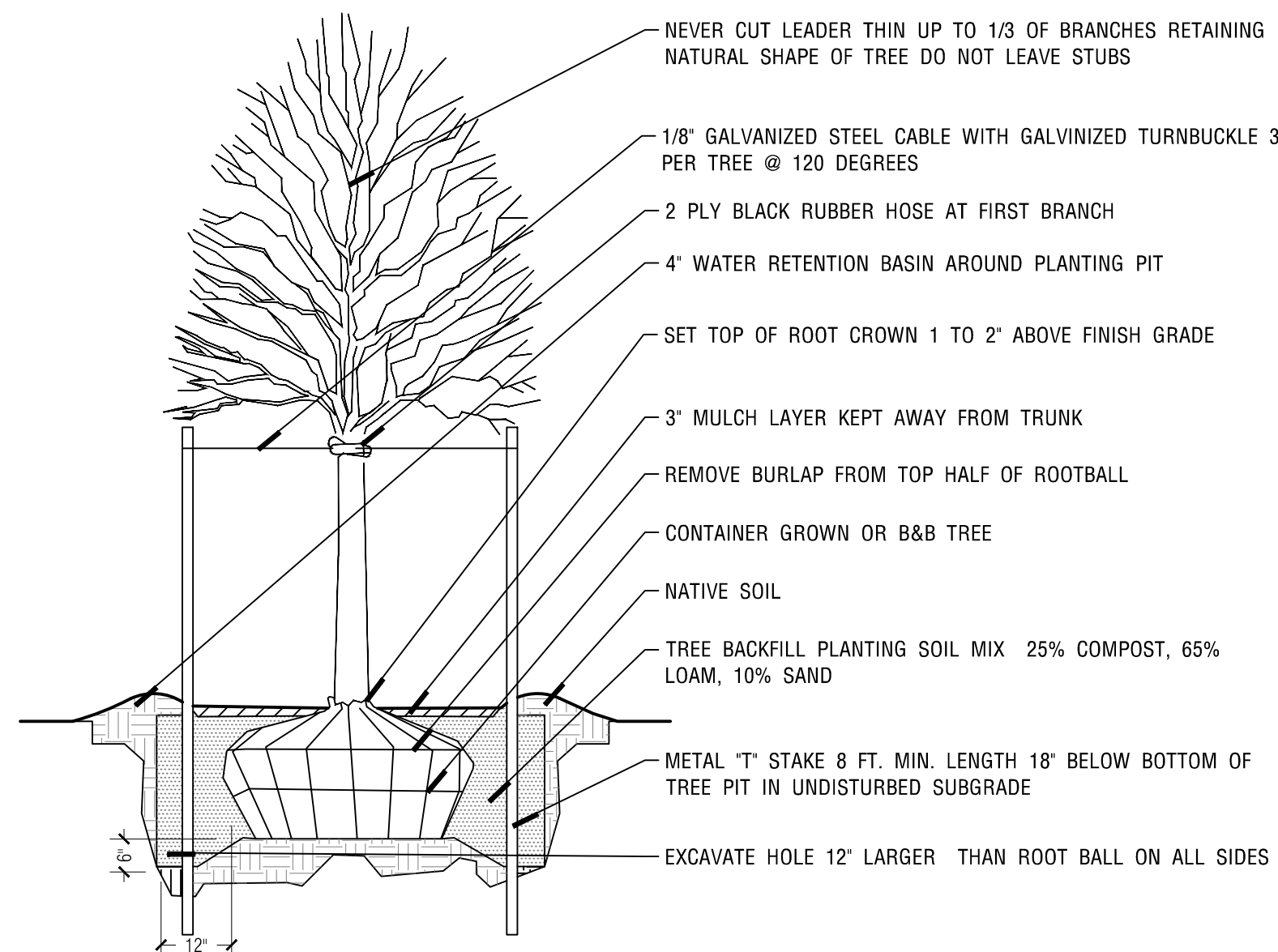
PLANT SCHEDULE					
TREES	BOTANICAL NAME / COMMON NAME	CALIPER	SIZE		QTY
AO	Bauhinia lunarioides / Anacacho Orchid	2" caliper	Min. 6' ht.		5
CH	Chitalpa tashkentensis / Chitalpa	2" caliper	Min. 6' ht.		3
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	REMARKS	SPACING	QTY
	Salvia x 'Indigo Spire' / Indigo Spires Salvia	1 gal.		48" o.c.	41
	Caesalpinia pulcherrima / Pride of Barbados	3 gal.		48" o.c.	62
	Jasminum mesnyi / Primrose Jasmine	5 gal.		96" o.c.	13
	Hesperaloe parviflora / Red Yucca	1 gal.		36" o.c.	47
	Opuntia santa-rita / Santa Rita Pricklypear	1 gal.		48" o.c.	20
	Opuntia ellisiana / Spineless Prickly Pear	3 gal.		48" o.c.	66
	Dasyliion texanum / Texas Sotol	5 gal.		36" o.c.	18
	Agave weberi / Weber's Agave	5 gal.		60" o.c.	22
ANNUALS/PERENNIALS	BOTANICAL NAME / COMMON NAME	CONT	REMARKS	SPACING	QTY
	Melampodium leucanthum / Blackfoot Daisy	1 gal.		36" o.c.	38
	Salvia leucantha / Mexican Bush Sage	1 gal.		36" o.c.	44
	Lantana x 'New Gold' / New Gold Lantana	1 gal.		48" o.c.	86
GRASSES	BOTANICAL NAME / COMMON NAME	CONT	REMARKS	SPACING	QTY
	Muhlenbergia lindheimeri / Big Muhly	1 gal.		42" o.c.	44
	Nassella tenuissima / Mexican Feathergrass	1 gal.		24" o.c.	584
	Muhlenbergia capillaris 'Pink Flamingos' / Pink Flamingo Muhly Grass	3 gal.		36" o.c.	96

LANDSCAPE TAKEOFFS		
ITEM	DESCRIPTION	QTY
Hardwood Mulch	3" Depth of Whittlesey Hardwood Mulch	Contractor responsible for calculating
Soil Amendment	Pocket amend Whittlesey Lightning Mix; See Detail 1	Contractor responsible for calculating
Irrigation, Temporary- Add Alternate 1	Temporary irrigation for all planting areas except planted median	1 LS
Gator Bags- Add Alternate 2	1 per tree	Contractor responsible for calculating

Contractor is responsible for verifying all planting bed, soil, mulch/gravel, and tree pit calculations.

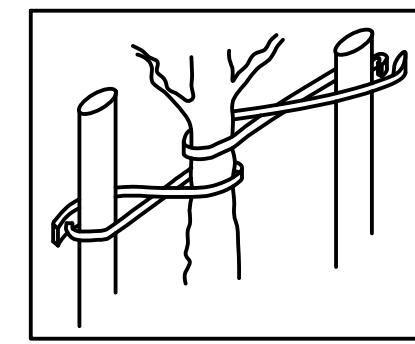
LANDSCAPE SUBMITTAL REQUIREMENTS				
ITEM	PHOTOS/LAYOUT	PRODUCT SPECS	SHIPPING TICKETS	AS-BUILT DRAWINGS
Hardwood Mulch			X	
Soil Amendment		X	X	
Topsoil		X	X	
Irrigation, Permanent		X		
Plant Material	X			

VISTA OAKS MUD
 DEVELOPER
 WILLIAMSON COUNTY
 OWNER
 VISTA OAKS MUD
NOTES, DETAILS AND PLANT SCHEDULE



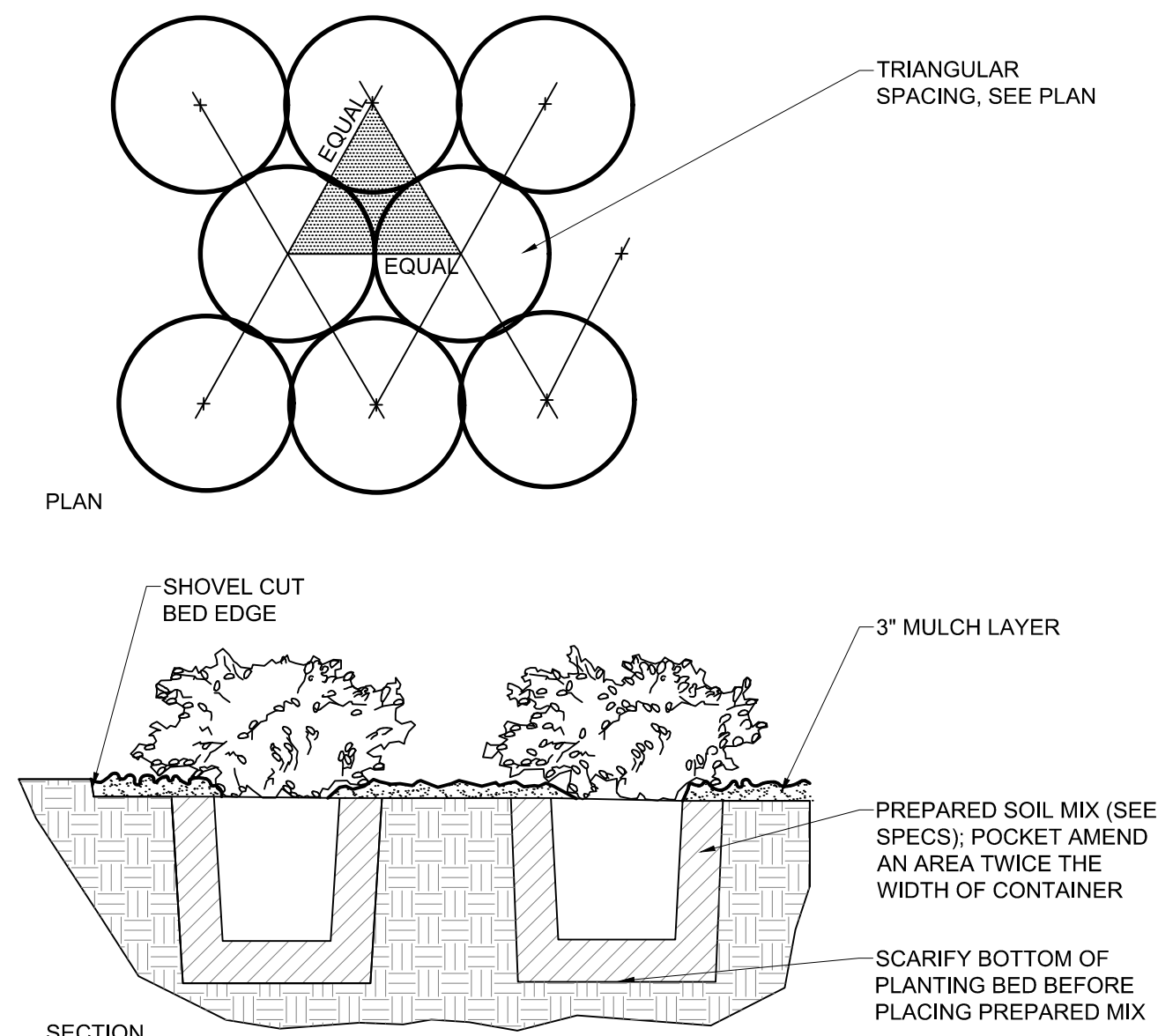
1 TREE PLANTING AND STAKING

1/2" = 1'-0"



STRAP PLACEMENT

- NOTES:
1. USE 3 STAKES ON ALL TREES.
 2. PRUNE DEAD BRANCHES AS DIRECTED, BY LANDSCAPE ARCHITECT.
 3. DO NOT DAMAGE OR STRESS ROOT BALL.
 4. STAKES TO BE USED ONLY ON TREES 3" AND LARGER.
 5. DO NOT DRIVE STAKES THROUGH ROOT BALL.
 6. BACKFILL WITH NATIVE SOIL (25% COMPOST, 65% LOAM, 10% CLAY).
 7. REMOVE NATURAL BURLAP AND/OR WIRE FROM TOP HALF OF ROOT BALL; IF SYNTHETIC MATERIAL, REMOVE ENTIRELY.
 8. REMOVE ANY STRINGS OR TWINE.
 9. DO NOT OVERLY COMPRESS BACKFILLED SOIL.
 10. STAKE MULTI STEM TREES ONLY IF WINDY CONDITIONS REQUIRE.
 11. REMOVE THE STAKES AND TIES AFTER ONE YEAR.



2 SHRUB PLANTING IN HARDWOOD MULCH

1/2" = 1'-0"

P-VI-02



3 EXISTING TREE TRIMMING GUIDELINES

INTS

PLAN SET
 12/19/2018 DD SET

SHEET NO.
L 2.0

Commissioners Court - Regular Session

26.

Meeting Date: 07/30/2019

Public Hearing Advertising

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting a date for the public hearing on the 2019-2020 county budget for Tuesday, August 27th, 2019 at 10:00 AM.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 12:02 PM

Started On: 07/25/2019 11:22 AM

Commissioners Court - Regular Session

27.

Meeting Date: 07/30/2019

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/21/2019

Reviewed By

Andrea Schiele

Date

06/21/2019 04:29 PM

Started On: 06/21/2019 01:08 PM

Commissioners Court - Regular Session

28.

Meeting Date: 07/30/2019

WCEMS Financial Hardship Policy

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Williamson County EMS Financial Hardship Assistance Policy to be effective October 1, 2019.

Background

Williamson County EMS participates in the Texas Ambulance Services Supplemental Payment Program. Starting October 1, 2019, new rules will take effect that will require participating ambulance providers to have an approved financial hardship/charity care policy and process to screen accounts based on guidelines from Healthcare Financial Management Association. The policy that is presented meets these guidelines. Approval of this policy will allow Williamson County EMS to continue to participate in the Texas Ambulance Services Supplemental Payment Program. This policy will only be in effect as long as Williamson County EMS participates in the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Policy

Application

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 07/23/2019

Reviewed By

Andrea Schiele

Date

07/23/2019 01:09 PM

Started On: 07/22/2019 06:50 AM

Williamson County EMS Financial Hardship Assistance Policy

Purpose: To objectively evaluate the financial ability of patients to make payments for their ambulance services and make appropriate decisions as to when a waiver may be appropriate.

This policy is in effect during the time Williamson County EMS participates in the Texas Ambulance Services Supplemental Payment Program.

Background: As discussed in this “Financial Hardship Assistance Policy”, many patients may be unable to make payment of the cost sharing amount, or the total amount due for the ambulance service that was provided. In the interest of being compassionate for the less fortunate, but also to avoid improper discounts and to maximize collection of accounts receivables, ambulance services should employ a financial hardship determination policy to make discretionary, case-by-case determinations as to when financial hardship is met, and when a discount or waiver should be offered. Most insurers/payors require a patient to make partial payment (e.g. the cost-sharing, or co-payment and deductible amount). Financial hardship determination is the exception, not the rule.

Policy: Waivers of payments, and other discounts will be made on a discretionary basis, taking such considerations as financial hardship and ability to pay into account.

Procedure:

- 1) Patients will be billed promptly for any balance due. This includes billing for cost-sharing amounts for patients with some type of insurance (e.g. Medicare, Commercial) as well as billing the patient directly, where the patient has no insurance. Attempts to collect payment and deductible amounts (after insurance has paid) from the patient may be waived in the following circumstances:
 - a. If the patient is a resident of the County (identified by their billing address and zip code), contacts billing to negotiate their balance. The remaining amounts beyond cost-sharing (coinsurance and/or deductible) may be adjusted. A discounted rate to meet the Basic Life Support rate (BLS) or Advanced Life Support rate (ALS) will be offered. A patient will be responsible for any deductible or co-insurance.
- 2) Attempts to collect co-payments or deductible amounts or payment in full from the patient may be revised in the following circumstance:
 - a. If the patient contacts Williamson County EMS and indicates they are suffering a financial hardship and are unable to make payments, the patient will be offered the following options:
 - Step 1: Ensure that insurance benefits have been maximized
 - Step 2: Payment plan
 - Step 3: Review of County Resident Status – discounted rate
 - Step 3: Financial Hardship consideration - guidelines are listed below
 - Step 5: Continue dunning process and refer to Williamson County EMS exhausted efforts policy

A patient is eligible to be declared a “Financial Hardship” case and may be eligible for discounted services if his personal income is at or below the following income levels:

<u>Size of Household</u>	<u>Income Guidelines for 50% Discounted Service</u>	<u>Income Guidelines for 100% Discounted Service</u>
1	\$18,210	\$12,140
2	\$24,690	\$16,460
3	\$31,170	\$20,780
4	\$37,650	\$25,100
5	\$44,130	\$29,420
6	\$50,610	\$33,740
7	\$57,090	\$38,060
8	\$63,570	\$42,380

For families with more than 8 members, add \$4,320 to the 100% discount for each additional family member, and add \$6,480 to the 50% discount. The 50% discount is based upon 150% of the 2018 Poverty Income Guidelines for the 48 contiguous states. The 100% discount represents the 2018 Poverty Income Guidelines for the 48 contiguous states (separate standards apply for Alaska and Hawaii). Poverty Guidelines as published in the Federal Register annually. The 2018 figures were published at 83 FR 2642 (January 18, 2018).*

*Families will be defined as:

Using the Census Bureau definition, a group of two or more people who reside together and who are related by birth, marriage, or adoption. According to Internal Revenue Service rules, if the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of the provision of financial assistance.

- 3) If a patient is unable to maintain a minimal repayment plan and claims financial hardship, the patient will be requested to provide the following:
 - a. Proof of approval for alternate assistance programs or life circumstances listed in the included application.
 - b. A copy of tax returns (or W-2 forms, at least) for the previous year. Returns or W-2 forms for the previous 2 years are preferred. Completed items on the enclosed application listing current monthly income and expenses, with supporting documents.

- 4) If financial hardship does not apply, the patient must make routine time payments on their account. If promised payments are not made, the patient will be referred to Williamson County EMS per exhausted efforts policy.

- 5) Only the Williamson County EMS Billing Account Manager may approve a financial hardship case. Under no circumstances may personnel disclose hardship criteria to the patient. Personnel should gather as much information as possible from the patient and present this information to the Billing Manager for approval. The hardship determination will be communicated to the patient within thirty days of the receipt of the application. A determination letter will be mailed to the patient. If the patient exceeds the income criteria, they will be billed in accordance with the direction of their

insurance company, if any. A patient's financial and insurance status is subject to change. If a patient qualified for financial hardship at one time does not mean that the patient will qualify for transports in the future. Past showing of financial hardship shall not preclude future attempts to collect on future transports.

Williamson County EMS Financial Hardship
Determination Response Letter

(To be sent to patient after review of financial information)

The law requires that emergency medical service providers must attempt to collect any unpaid portion of the annual Medicare Part B or insurance deductible and the applicable co-insurance amount from the beneficiary. However, two conditions may permit the emergency medical service provider to waive collection of these amounts. One of the conditions is that of financial hardship for the beneficiary to meet such payment amounts.

Based upon discussions with you, the emergency medical service provider has determined that, due to your current financial situation, you are unable to pay the unpaid portion of your deductible and/or the co-insurance amount. Due to these circumstances, the emergency medical service provider waives your obligation for payment of the charges for the following service:

Service: _____ Charge: _____ Date: _____

Amount waived: _____

Service: _____ Charge: _____ Date: _____

Amount waived: _____

However, if future discussion with you regarding your financial situation indicates that your situation has improved enough to enable you to pay, the emergency medical service provider will require payment of charges incurred for that date of service.

Statement of Agreement: "I understand that the emergency medical service provider is waiving collection of the Medicare deductible/co-insurance or other balances in my case due to financial hardship. I also understand that the emergency medical service provider can and will begin to attempt to collect charges should my financial situation improve."

Signature of Beneficiary

Date

Signature of Billing Management Representative

Date

**Williamson County EMS
Financial Hardship Application**

Patient Name: _____ Account #: _____

Service Date: _____ Patient Address: _____

Please complete Section 1. If the answer to any of these questions is yes, please check those that apply and stop completing the form. Please submit proof of this status and return with the form to the address provided below. If none of section 1 apply, please move on to section 2.

Circumstance	Check those that apply
Patient is deceased with no estate	
Family receives WIC benefits	
Family is homeless	
Family members receive subsidized school lunches	
Family is in a state-funded prescription program	
Family receives food stamps	

Section 2 – Monthly Household Income & Expenses

Household Monthly Income SUPPLY COPIES OF SUPPORTING DOCUMENTS			
Wages:	\$	Food Stamps:	\$
Tips:	\$	Retirement:	\$
Alimony/Child Support:	\$	Unemployment:	\$
Social Security:	\$	General Relief	\$
Pensions:	\$	Strike Benefits	\$
Military Family Allotments:	\$	Income from Dividends:	\$
Income from Interest:	\$	Income from Rent:	\$
Income Other: (explain)	\$		
Total Income:	\$		

Household Monthly Expenses SUPPLY COPIES OF SUPPORTING DOCUMENTS	
Description	Monthly Amount
House Rental / Payment	
Food	
Car Payment	
Car Operating Expenses	
Phone	
Electric	
Gas	
Water	
Sewer	
Other Medical	
Other (Specify)	
Total Expenses	

1. Date patient expired ____/____/____

2. Is there a surviving spouse? (Y/N) _____. If yes, name and address of surviving spouse:

3. Is there an estate? (Y/N) _____

4. How was this verified?

5. Name of persons making application:

6. Relationship to patient:

I swear that the above information is correct and complete. Further, I will make an application for any assistance (Medicaid, Medicare, Insurance, etc.), which may be available for payment of my charges. I will take any action reasonably necessary to obtain such assistance and will assign or pay to Williamson County EMS the amount recovered for Williamson County EMS charges.

Applicant Signature

Date

Commissioners Court - Regular Session

29.

Meeting Date: 07/30/2019

Discuss, consider, and take appropriate action on transitioning the TTOR grant from the City of Round Rock to Williamson County

Submitted For: Chris Connealy

Submitted By: Kelly Luna, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on transitioning the TTOR (Texas Targeted Opioid Response) grant from the City of Round Rock to Williamson County.

Background

Williamson County has been a subcontractor under this grant. Transitioning the grant from the City of Round Rock to Williamson County will allow us to be the direct recipient of the grant and work directly with the State. The Auditor's Office is supportive in this endeavor. This will not increase workload for reporting; reports will be sent directly to the State instead of routing them through the City of Round Rock.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Luna
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 11:48 AM
Started On: 07/25/2019 08:25 AM

Commissioners Court - Regular Session

30.

Meeting Date: 07/30/2019

Central Texas Treatment Center Lease Agreement

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Community Supervision and Corrections Department, as Lessee, for the premises located at 601 N. Alligator Street, Granger, Texas (the Central Texas Treatment Center Facility).

Background

The county has leased this property to Williamson County Community Supervision and Corrections Department for the purpose of housing the Central Texas Treatment Center Facility. The term of the lease would be for a period of three (3) years, commencing on September 1, 2019 and ending on August 31, 2022. The rent to Williamson County would be \$10,000 per month.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[CTTC Informaiton Sheet](#)

[CTTC Lease](#)

Form Review

Inbox

County Judge Exec Asst.
 Adult Probation (Originator)
 County Judge Exec Asst.
 Adult Probation (Originator)
 County Judge Exec Asst.
 Form Started By: Melissa Ramos
 Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele
 Melissa Ramos
 Andrea Schiele
 Melissa Ramos
 Andrea Schiele

Date

07/25/2019 08:32 AM
 07/25/2019 09:41 AM
 07/25/2019 09:51 AM
 07/25/2019 10:02 AM
 07/25/2019 11:55 AM
 Started On: 07/24/2019 06:56 PM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**STEVE MORRISON
CSCD DIRECTOR**

To: Williamson County Commissioners Court
From: Steve Morrison, Williamson County CSCD Director
Re: CTTC Lease Renewal
Date: July 24, 2019

The Central Texas Treatment Center (CTTC) is a 100 bed Community Corrections Facility located in Granger, Texas. Central Texas Treatment Center is a long-term residential Substance Abuse treatment facility which is grant funded by the Texas Department of Criminal Justice. The Williamson County CSCD has received TDCJ grant funding to operate the facility since 1990. In 2002 Williamson County purchased a vacant nursing home in Granger Texas and has leased the building to the CSCD since that time. The current lease agreement is set to expire at the end of August 2019 and the lease renewal is for three years at a rate of \$10,000 per month.

Central Texas Treatment Center has maintained a great reputation as one of the most effective Substance Abuse Treatment Facilities in the State. In fy2018 there were 250 felony substance abuse offenders served in the Central Texas Treatment Center with an 86.33% successful completion rate. In the most recent TDCJ-CJAD outcome study that tracked offenders two years post release from Substance Abuse Treatment Centers-CCFs, Central Texas Treatment Center participants had the lowest reincarceration rate in State. This is truly a life changing, and lifesaving program, located here in Williamson County.

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between Williamson County, hereinafter referred to as Lessor, and the Williamson County Community Supervision and Corrections Department, hereinafter referred to as Lessee. Authority for this Lease Agreement is granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises and building situated at 601 N. Alligator Street in Granger, Texas, and hereinafter referred to as the "Premises".

I. TERM

The term of this Lease Agreement shall be for a period of three (3) years, commencing on September 1, 2019 and ending on August 31, 2022.

II. RENT

Lessee agrees to pay rent to Lessor the sum of \$10,000 per month, payable by the tenth (10th) day of each month.

III. MAINTENANCE AND SURRENDER

Lessor shall at its expense and risk maintain the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (including all windows, windows glass, plate glass, and all doors), and all other parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the exterior plumbing, windows, window glass, plate glass, doors, HVAC system, fire protection system, interior of the building in general, and maintenance of the parking and common areas outside the building. Lessor will regularly, or at least annually, perform any mold related examinations and tests necessary to insure that unsafe levels of mold are not present in the building. Lessee will perform periodic checks of the attic and subfloor areas, to determine the existence of any water leaks or environments conducive to the growth of mold. Lessor agrees to remediate any mold damage or growth that may occur on the Premises, and repair or replace any parts of the building damaged by mold.

Lessee shall, throughout the lease term, maintain the building and other improvements constituting the lease premises and keep them free from waste or nuisance, repair any damages to the Premises caused by Lessee, and shall deliver up the Premises in a clean and sanitary condition at the termination of this Lease Agreement in good repair and condition, except for reasonable wear and tear and damage by fire, tornado, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be paid by Lessee to Lessor as additional rental on the next rental installment date.

Any physical additions or improvements to the Premises made by Lessee will become the property of Lessor.

Upon the expiration of this Lease Agreement, Lessee shall have the right to remove from the leased premises its personal property and shall make any necessary repairs to the Premises of damage caused in connection with the removal of said property, if any, within fifteen (15) days of the expiration date. Lessor may require that Lessee, at termination of this Lease Agreement and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the commencement date, normal wear excepted.

IV. OBLIGATIONS OF LESSOR AND LESSEE

Lessee shall pay all utility charges of water, electricity, sewer, heat, gas, and power used in and about the leased premises, all such charged to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

Lessee shall maintain insurance on any personal or Lessee owned property.

Lessor will provide and maintain network connectivity to the premises.

Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Lessor or Lessee. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

If the Premises are damaged by casualty and can be restored within ninety (90) days, the Lessor will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety (90) days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this Lease Agreement by written notice to Lessor.

If the Premises cannot be restored within ninety (90) days, Lessor has an option to restore the Premises. If Lessee chooses not to restore, this Lease Agreement will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this Lease Agreement by notifying Lessor within ten (10) days. If Lessee does not terminate this Lease Agreement, the lease will continue and Lessor will restore the Premises as provided above.

To the extent the Premises are untenable after the casualty, the rent will be adjusted as may be fair and reasonable.

V. DEFAULT

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease Agreement for a period of thirty (30) days after written notice from Lessor, Lessor may at its option, terminate this Lease Agreement, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and without prejudice to any legal remedies which may be used for the collection of rent.

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this Lease Agreement, Lessee may elect either one of the following:

(A) After thirty (30) days written notice to Lessor, Lessee may elect to remedy such default by any necessary action and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee in demand: or

(B) Elect to terminate this Lease Agreement on giving at least thirty (30) days written notice to Lessor of such intention, thereby terminating this Lease Agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the thirty (30) day period.

VI. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

VII. OPTIONS

Any holding over by Lessee of the leased premises after the expiration of this Lease Agreement or any extension or renewal thereof shall operate and be construed as a month to month tenancy and the Lessee shall be obligated to make the monthly rental as set forth above.

VIII. MISCELLANEOUS

All notices provided to be given under this Lease Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

LESSOR:
County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE:
CSCD Director
P.O. Box 251
Georgetown, Texas 78627

This Lease Agreement 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.

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

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

No waiver by the parties hereto of any default or breach of any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force of nature, which means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

This Lease Agreement will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this Lease Agreement shall be subject to immediate modification, reduction or termination.

IX. ENTIRE AGREEMENT


This Lease Agreement is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this Lease Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease Agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease Agreement in multiple originals to be effective as of September 1, 2019.

LESSOR:

Bill Gravell
County Judge
Williamson County, Texas

LESSEE:



Steve Morrison
CSCD Director
Williamson County, Texas

Commissioners Court - Regular Session

31.

Meeting Date: 07/30/2019

CSCD DWI-Drug Court Counselor MOU for FY2020

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY2020 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

Background

The DWI-Drug Court Counselor Memorandum of Understanding is an agreement CSCD (Adult Probation) has with Williamson County to help fund a portion of the court counselor position in which individual counseling sessions are provided to each Drug Court participant throughout their 12-month program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

DWI-Drug Court MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/25/2019 08:36 AM
Adult Probation (Originator)	Melissa Ramos	07/25/2019 09:41 AM
County Judge Exec Asst.	Andrea Schiele	07/25/2019 09:52 AM
Adult Probation (Originator)	Melissa Ramos	07/25/2019 10:02 AM
County Judge Exec Asst.	Andrea Schiele	07/25/2019 11:56 AM
Form Started By: Melissa Ramos		Started On: 07/24/2019 07:05 PM
Final Approval Date: 07/25/2019		



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**STEVE MORRISON
CSCD DIRECTOR**

To: Williamson County Commissioners Court
From: Steve Morrison, Williamson County CSCD Director
Re: FY 20 CSCD Memorandum of Understanding -DWI/Drug Court Counselor
Date: July 24, 2019

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing a portion (1\3) of the salary of the Williamson County Drug Court Counselor. The CSCD pays the remainder of the salary and fringe benefits. The DWI/Drug Court Counselor was previously funded by the Governors Office grant which has not been refunded since 2017. The Drug Court Counselor provides a vital role to the successes in the DWI Court program. She provides individual counseling sessions to all participants in the DWI/Drug Court as well as provides a 60 hours intensive outpatient chemical dependency program for all participants in the program. In fy18 there were 94 participants served in the DWI/Drug Court program.



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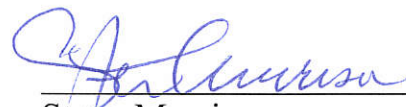
STEVE MORRISON
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2020, not to exceed \$23,200, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay \$5,800 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2019, December 2019, March 2020 and June 2020.

Bill Gravel Jr.
County Judge
Williamson County, Texas



Steve Morrison
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 7-25-19

Commissioners Court - Regular Session

32.

Meeting Date: 07/30/2019

CSCD Community Service Restitution Director MOU for FY2020

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY2020 CSCD (Adult Probation) Community Service Restitution Director Memorandum of Understanding.

Background

The Community Service Restitution (CSR) Memorandum of Understanding is a agreement with the Williamson County CSCD (Adult Probation) to help fund the CSR Director position. The CSR Director oversees projects throughout the county by utilizing court ordered community service participants.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSR MOU signed by CSCD

Form Review

Inbox

County Judge Exec Asst.
 Adult Probation (Originator)
 County Judge Exec Asst.
 Form Started By: Melissa Ramos
 Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele
 Melissa Ramos
 Andrea Schiele

Date

07/25/2019 08:38 AM
 07/25/2019 09:41 AM
 07/25/2019 09:48 AM
 Started On: 07/24/2019 07:14 PM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**STEVE MORRISON
CSCD DIRECTOR**

To: Williamson County Commissioners Court
From: Steve Morrison, Williamson County CSCD Director
Re: FY 20 CSCD Memorandum of Understanding -CSR Director
Date: July 24, 2019

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing half of the salary of the Williamson County Community Services Director position. The CSCD pays the other half of the salary and fringe benefits for this position. The CSR Director oversees a variety of projects in Williamson County being completed by participants who are completing community service restitution hours for the Courts. The Williamson County CSR program operates seven days per week to include assisting the Road and Bridge Department on weekends with county road trash cleanup. During the week the CSR Program Director assigns participants to various community agencies and provides the Williamson County Facilities Department with participants to complete several county office remodel and painting projects. In fy18 participants completed 131,236 hours of community service work throughout Williamson County providing a significant cost savings to the County while providing opportunities for participants to fulfill their court ordered Community Services Restitution hours.



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Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net


STEVE MORRISON
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2020, not to exceed \$30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2019, December 2019, March 2020 and June 2020.

Bill Gravel Jr.
County Judge
Williamson County, Texas



Steve Morrison
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 7/25/19

Commissioners Court - Regular Session

33.

Meeting Date: 07/30/2019

Pavilion Court Peer Proposal

Submitted For: Terry Cook

Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear and discuss presentation by The Pavilion Clubhouse of Round Rock, Inc., a non-profit corporation, regarding a proposal to provide a Pavilion Court Team Peers Program and Jail Program for individuals in Williamson County who are dealing with mental illness and substance abuse problems and a funding request for FY20 for such programs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Pavilion Proposal](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 07/24/2019

Reviewed By

Andrea Schiele

Date

07/24/2019 11:26 AM

Started On: 07/24/2019 10:31 AM

Dependency to independence
Unemployment to Work



Isolation to Friendship
Illness to Recovery

Pavilion Proposal to Williamson County

Pavilion Peer Presence in the Courtroom

Pavilion is a community-based program that is part of an international model of mental health services dedicated to the recognition of individual life goals and long-term recovery. Pavilion does not act in the role of a social worker or probation officer, but rather facilitates participation in a long-term recovery community.

Pavilion supports persons in the realization of their individual life goals and positive behavior. Through community-based services, Pavilion participants will engage in recovery and its companion goal of positively impacting public safety.

Pavilion places a team of specially trained peers in the courtroom. When there is evidence of a mental health or substance abuse of the person appearing before the court, Pavilion will meet with that person immediately or during docket call upon request by the Judge.

Trained Pavilion peer members will be present in the courtroom to provide a personal connection to those who are appearing before the court and who live with mental illness and/or substance abuse. This personal connection will engage the person appearing before the court in Pavilion's recovery community. This engagement will improve their chances for long term recovery (employment, educational goals, etc.) and, by extension, improve their ability to avoid re-incarceration.

Our team gets to know that person, explains what Pavilion is about and what we do, and gives the person a chance to explore further whether Pavilion can be of

assistance. If there is interest in Pavilion, our team follows up with that person in order to engage them in Pavilion.

Dockets

We are presently working in the following courtrooms and dockets:

- CPS docket (Judge Lambeth)
- Mental Health docket (Judge King)
- Veterans court (Judge Barker)
- Emerging Adults docket (Judge Mathews)

Pavilion Court Team Peers

Abilities

Specially trained Court Team Peers will:

- Engage in hope-based relationships with individuals who model the development of positive and supportive relationships in the community
- Explore the recovering person's abilities, strengths and assets and support them in recognizing how to use them
- Identify barriers to full participation and focus on strategies to overcome barriers
- Assist individuals in learning to recognize triggers and signs of relapse and support the use of the individual's coping strategies to avoid relapse or re-incarceration.
- Pavilion creates a culture of peer support, recovery and accountability.
- Works collaboratively and successfully with court staff within the court through positive, strong relationships.
- Actively participate in team meetings and in a court setting to promote recovery via input from a peer perspective.
- Identify support programs and life-enrichment activities at Pavilion and in the community to build a natural support network .
- Provide support navigating community resources and clinic services to better meet Court requirements.

Team Court Peer Qualifications:

- Possess a personal understanding of the criminal justice system
- Are comfortable working with individuals actively experiencing what may be perceived as “symptoms” of mental health distress and have the ability to see “crisis” as an opportunity.
- Are able to develop trusting relationships with both peers and court staff.
- Have an understanding of the unique needs and struggles of individuals experiencing mental health distress while navigating the criminal justice system.
- Work independently and as a member of a multi-disciplinary team.
- Possess good written and verbal communication skills.
- Dress appropriately at court.
- Are guided and follow SAMSHA Peer Core Competencies.
- Are Pavilion members.

While each diversion Court has its unique populations, participants all struggle with achieving recovery and resolution of personal issues that have impeded re-integration into their families and community.

Pavilion will provide access to community resources e.g. employment, housing from third party sources and will support treatment adherence to promote long term recovery.

Where possible, Pavilion will also engage other family members in the recovery process.

Jail Program

Our proposal for working with those currently incarcerated is very similar to our court proposal. If given the opportunity for our peer members to present Pavilion to those living with mental illness/substance abuse and currently incarcerated in Williamson County, we hope to continue our success in reducing recidivism in Williamson County. The program will work as follows –

- Person living with mental illness and substance abuse are identified in the Williamson County jail.
- Close to the time of release, the jail grants access for our trained peer members to meet with inmates facing release (either in groups or as

individuals) in order to discuss what Pavilion can do when they are released.

- Our trained peer members follow up with the released inmate in order to engage them in the work of Pavilion.

This warm handoff between the person incarcerated and the trained peer member is essential to our success.

Performance Measurement

Our performance measurement used by Pavilion is often a comparison between the time engaged with Pavilion to the time before Pavilion engagement.

Depending on the person, it might be a comparison of hospitalization, incarceration, rehab time, isolation, and so on. We will continue to employ this measurement during the court and jail program.

Our Budget For this Program

Peer Counselors @ 32 hours per week (\$15 per hour) -	\$23,040.00
Mileage @ 300 miles per month (0.52 per mile) -	\$1872.00
Office Supplies -	\$3000.00
Printing -	\$2400.00
Insurance -	\$1781.00
Audit costs -	\$3000.00
Indirect costs -	\$4,907.00
Total -	\$40,000.00

We are asking for \$40,000 from Williamson County for this program. The cost of our program administrator will be coming from another source as well as some of other expenses. We feel (and the research backs it up) that this investment in Pavilion will generate a savings far beyond the cost for Williamson County.

If you have any questions, please contact Gordon Butler at 512-417-2767 or gordon.butler@pavilionrr.org.

Commissioners Court - Regular Session

34.

Meeting Date: 07/30/2019

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 SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for Southeast Corridor.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - h) Discuss Blue Springs Boulevard
- 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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 11:49 AM
Started On: 07/25/2019 10:22 AM

Commissioners Court - Regular Session

35.

Meeting Date: 07/30/2019

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) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/25/2019

Reviewed By

Andrea Schiele

Date

07/25/2019 11:49 AM

Started On: 07/25/2019 10:23 AM