

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
October 29, 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. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 – 32)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0475.004902	Legislative Supplement	\$3,762.98
TO	0100.0475.001927	Co Atty Legislative Supplement	\$2,947.16
TO	0100.0475.002010	FICA	\$287.87
TO	0100.0475.002020	Retirement	\$527.95

5. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 10/23/2019 for the Williamson County Tax Assessor/Collector.
6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

7. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Tax-Exempt Mortgage-Backed Bonds (M-TEBS) relating to the Capital Area Housing Finance Corporation's Multifamily Tax-Exempt Mortgage-Backed Bonds (M-TEBS) (Legacy Senior Residences) Series 2019.
8. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Residences of Stillwater) Series 2019.
9. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Governmental Note relating to the Capital Area Housing Finance Corporation's Multifamily Governmental Note (Auro Crossing Apartments) Series 2019.
10. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Riverstone) Series 2020.
11. Discuss, consider, and take appropriate action on authorizing the sale of firefighter protective clothing that is scheduled to be removed from service to retiring Fire Marshal Marty Herrin for a purchase price of \$10.00.
12. Discuss and consider approving Amendment No. 1 of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.
13. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 13 and the County of Williamson, Texas.
14. Discuss, consider, and take appropriate action on approving the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County Oracle applications in the not-to-exceed- amount of \$82,000.00. Exemption of the services to be provided under the agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4).
15. Discuss, consider and take appropriate action on approving Change Order No. 2 to the agreement between Williamson County and Data Projections for Justice Center Courtroom A/V Upgrades in the amount of \$3,182.69 and authorizing execution of the Change Order.
16. Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Water Oak Parkway to Parkside Parkway in the subdivision Water Oak North, Section 1.
17. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Debris Materials Monitoring under RFP #2347.
18. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church (Security for Sunday morning services at church in Georgetown).

19. Discuss, consider and take appropriate action on accepting a money donation to the Williamson County Sheriff's Office Community Outreach Division from the Divine Treasures Breast Cancer Awareness Event in the amount of \$165.00 pursuant to Tex. Loc. Gov't Code 81.032.
20. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church (Traffic control and security during various church services in Round Rock).
21. Discuss, consider and take appropriate action on approving FY 2020 Motorola Maintenance Service contracts USC000026317, USC000065474, USC00007033, USC000004587, USC000020867, USC000002959, in the amount of \$1,126,350.45 as per HGAC Contract #RA05-18 and authorizing execution of all related documents.
22. Discuss, consider and take appropriate action on approving a Master Services Agreement with ThyssenKrupp in the not-to-exceed amount of \$11,082.00 for inspection services and \$67,619.04 for maintenance services as per TCPN/National IPA now OMNIA Contract #R150801, and authorizing execution of all associated documents.
23. Discuss, consider and take appropriate action on approving the Master Service Agreement with Bartlett Tree Experts for Tree Trimming Services, in the not-to-exceed amount of \$25,000.00, per Choice Partners Contract #15/23JN-03.
24. Discuss, consider and take appropriate action on awarding RFCSP #1906-327 River Ranch County Park - Interpretive Center to the overall best respondent Ritter, Botkin Prime Construction Company, Inc., funded by P465.
25. Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment from Ewald Kubota, INC in the amount of \$88,970.97 pursuant to BuyBoard Contract #s 515-16/529-17.
26. Discuss, consider and take appropriate action on approving the purchase of three (3) Caterpillar CC34B Paving Compactor Rollers at a total of \$185,682.00, one (1) Caterpillar 120 Motor Grader in the amount of \$239,811.00 and one (1) Caterpillar 926M Rubber Tire Loader in the amount of \$159,907.00 as per Sourcewell Contract #032119-CAT.
27. Discuss, consider and take appropriate action on approving the purchase of one (1) 2020 CTS BDT40 Belly Dump Truck in the amount of \$34,558.00, one (1) Etnyre/Freightliner Centennial Distributor in the amount of \$201,474.30, one (1) 2020 Freightliner M2-106 chassis in the amount of \$110,370.00, and two (2) 2020 Freightliner M2-112 chassis in the total amount of \$257,912.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #516-16.
28. Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Freightliner 114SD Chassis Truck w/Wirtgen SW20 MC binding agent spreader body in the amount of \$304,377.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #516-16.
29. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Perimeter Fence Co. for fencing, gate and keypad at the Florence Road and Bridge Yard in the amount of \$27,722.50, funded by P471, and authorizing execution of the agreement.
30. Discuss, consider and take appropriate action on a Donation Special Warranty Deed from Madison Westinghouse Contingency for right of way on CR 111.
31. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 16 subdivision – Precinct 2.

32. Discuss, consider and take appropriate action on approval of the preliminary plat for the North Haven subdivision – Precinct 2.

REGULAR AGENDA

33. Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.
34. Discuss, consider, and take appropriate action on approving Hilary Paige McClellan as the Texas A&M AgriLife Extension Service - 4-H & Youth Development Extension Agent.
35. Discuss, consider, and take appropriate action on approving Gary Pastushok as the Texas A&M AgriLife Extension Service - Agriculture Extension Agent.
36. Discuss, consider and take appropriate action on accepting the resignation of Marty Herrin as the Williamson County Fire Marshal due to his retirement and appointing Hank Jones as the successor Williamson County Fire Marshal to be effective October 29, 2019 and continuing thereafter for a two-year term ending October 29, 2021 pursuant to authority granted to the Williamson County Commissioners Court under Texas Local Government Code 352.011 & .012; and, further, take action on requiring Hank Jones to post an official bond in the amount of \$10,000 pursuant to Texas Local Government Code 352.012.
37. Discuss, consider and take any necessary action to approve order for interment of deceased (Daniel A. Conner) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been an inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
38. Receive updates on the Department of Infrastructure projects and issues.
39. Discuss, consider and take action on canceling Commissioners Court on November 12, 2019.
40. Discuss, consider, and take appropriate action on changes to the Williamson County retiree rate calculations regarding years of service.
41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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43. Present and discuss the October 16, 2019 scheduled power outage for the Williamson County Emergency Services Operations Center.
44. Discuss, consider and take appropriate action on approving funding of tenure service credit pay for PCN# 1906 in the District Attorney's Office with funding from the District Attorney's Asset Forfeiture Funds for FY20.

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)."

45. 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.
 - v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
 - x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- 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

46. 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 Arcos

i) Project Woods

47. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division

f) 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.

g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

h) 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.

i) 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

j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.

k) Valerie Adams - EEOC Charge No. 450-2018-03807

l) 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.

m) 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.

n) BANGL Pipeline Project

o) 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

48. 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)

49. Discuss and take appropriate action concerning economic development.
50. Discuss and take appropriate action concerning real estate.
51. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) 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.
 - i) 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
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) 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.
 - m) 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.
 - n) BANGL Pipeline Project
 - o) 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.
52. 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.
53. 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 25th day of October, 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:** 10/29/2019

County Attorney Legislative Supplement Line Item Transfer

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The funds are being requested to transfer from a Legislative Supplement to pay for supplement for an employee.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0475.004902	Legislative Supplement	\$3,762.98
TO	0100.0475.001927	Co Atty Legislative Supplement	\$2,947.16
TO	0100.0475.002010	FICA	\$287.87
TO	0100.0475.002020	Retirement	\$527.95

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Pam Navarrette

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

10/24/2019 10:21 AM

10/24/2019 11:37 AM

Started On: 10/24/2019 09:44 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 10/29/2019

Property Tax Refunds – Over 2500 – Thru 10/23/2019

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 10/23/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments101719-102319 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 10:51 AM

Started On: 10/24/2019 10:34 AM



Date: October 23, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Subject: Property Tax Refunds

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

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

Annex Locations:

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

10:00 AM
10/24/19
Accrual Basis

Property Tax
Account QuickReport
As of October 23, 2019

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/23/2019	72478	DEBORAH B LANGEHENNIG	R416660 - Overpayment	-4,158.33
Total Refunds Payable - Taxpayers					-4,158.33
TOTAL					-4,158.33

Commissioners Court - Regular Session**6.****Meeting Date:** 10/29/2019

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](#)[Position Changes](#)

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Sharon Graham
Final Approval Date: 10/24/2019

Reviewed By

Rebecca Clemons
Andrea Schiele

Date

10/24/2019 10:07 AM
10/24/2019 10:54 AM
Started On: 10/24/2019 08:37 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 4	Chief Court Admin JP 4.1011.001100.	14893	\$61,271.60	\$4,288.96	7.00	\$65,560.56	MERIT	1-Nov-19
Unified Road Systems	Operator I R&B.1514.001100.	15096	\$35,500.00	\$1,420.00	4.00	\$36,920.00	MERIT	1-Nov-19
Unified Road Systems	Inspector I.1573.001100.	14652	\$54,596.53	\$1,637.90	3.00	\$56,234.42	MERIT	1-Nov-19
Justice of the Peace 4	Ct Clk 2 JP 4.1016.001100.	13959	\$32,473.67	\$2,273.15	7.00	\$34,746.82	MERIT	1-Nov-19
Justice of the Peace 4	Court Administrator I.1017.001100.	1909	\$52,038.22	\$3,642.60	7.00	\$55,680.82	MERIT	1-Nov-19
Justice of the Peace 4	Court Clerk II- Collections.1717.001100.	14921	\$31,831.68	\$2,228.22	7.00	\$34,059.90	MERIT	1-Nov-19
Justice of the Peace 4	Ct Adm 2 JP 4.1010.001100.	12162	\$64,324.26	\$1,929.72	3.00	\$66,253.98	MERIT	1-Nov-19
Justice of the Peace 4	Ct Clk 2 JP 4.1012.001100.	13958	\$32,792.03	\$2,295.45	7.00	\$35,087.48	MERIT	1-Nov-19

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0454	001100	16,658.10	
01	0100	0454	001130		16,658.10
01	0200	0210	001100	3,057.89	
01	0200	0210	001130		3,057.89
01	0100	0510	001100		173.76
01	0100	0510	001130	173.76	
01	0100	0576	001130		4,093.77
01	0100	0576	001100	4,093.77	

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
0452: Justice of the Peace 2	1907	vacant	n/a	n/a	\$43,671.81	\$ 53,734.17		\$10,062.36	Reallocation of position budget to facilitate internal promotion to include 8.75% salary increase as allowed by policy. Surplus salary from PCN 0984	11/1/2019
0452: Justice of the Peace 2	0984	n/a	\$49,410.73	n/a	\$49,410.73	\$ 39,348.37	\$10,062.36		Reallocation of position budget	11/1/2019
401: Comm Court/Public Affairs Ofc	1947	vacant	n/a	n/a	\$50,690.59	\$55,560.49		\$4,869.90	Reallocation of position budget to facilitate internal transfer to include 9.60% increase as allowed by policy. Surplus salary from PCN 1677	11/1/2019
401: Comm Court/Public Affairs Ofc	1677	n/a	\$58,149.64	n/a	\$58,149.64	\$53,279.74	\$4,869.90		Reallocation of position budget	11/1/2019

* Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**7.****Meeting Date:** 10/29/2019

CAHFC Legacy

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Tax-Exempt Mortgage-Backed Bonds (M-TEBS) relating to the Capital Area Housing Finance Corporation's Multifamily Tax-Exempt Mortgage-Backed Bonds (M-TEBS) (Legacy Senior Residences) Series 2019.

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.

The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

The Certificate of Approval for Issuance of Tax-Exempt Multi-Family Tax-Exempt Mortgage-Backed Bonds (M-TEBS) is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCAHFC Letter and Certificates

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 04:53 PM

Started On: 10/17/2019 04:31 PM



October 11, 2019

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Tax-Exempt Mortgage-Backed Bonds (M-TEBS)
(Legacy Senior Residences), Series 2019

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$20,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the (i) General and No Litigation Certificate (the "*General Certificate*") and (ii) Certificate of Approval (the "*Approval*") for execution by Judge Bill Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.


The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Code requires that you, as the chief elected executive officer of the County of Williamson and "applicable elected representative" thereof, approve the issuance of

the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on September 9, 2019, at the Round Rock Public Library (the "*Public Hearing*"). A notice for the Public Hearing was published in the *Austin American-Statesman* on August 28, 2019. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Thursday, November 14, 2019.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Tax-Exempt Mortgage-Backed Bonds (M-TEBS) (Legacy Senior Residences), Series 2019" issued in one or more series in an aggregate principal amount not to exceed \$20,000,000 (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

**CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS**

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation in an aggregate face amount of not more than \$20,000,000 (Legacy Senior Residences) (the "*Bonds*"). The Bonds will be issued for the benefit of Legacy-Round Rock Partners, LP, or an affiliate thereof (the "*Borrower*"), in connection with the construction of an approximately 157-unit multifamily seniors development to be located at the southeast corner of University Boulevard (County Road 114) and Eagles Nest Street, Round Rock, Texas 78665 (the "*Development*"). The Borrower will own the Development and the land on which the Development will be situated.

A public hearing was held on behalf of Williamson County, Texas, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Capital Area Housing Finance Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Georgetown, Williamson County, Texas, on the date set forth below.

Bill Gravell, Jr., County Judge
Williamson County, Texas

Dated: _____, 2019

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the "*Hearing Officer*"), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Legacy Senior Residences), Series 2019 to be issued in a principal amount not to exceed \$20,000,000 (the "*Bonds*") for the benefit of Legacy-Round Rock Partners, LP, or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 157-unit multifamily senior development located at the southeast corner of University Boulevard (County Road 114) and Eagles Nest Street in Round Rock, Texas 78665 (the "*Development*").

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 9, 2019, at 4:30 p.m. at the Round Rock Public Library, Room A, 216 E. Main Street, Round Rock, Texas 78664, in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of Williamson County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

5. That a copy of the Affidavit of Publication of Notice of Public Hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 11th day of October, 2019.

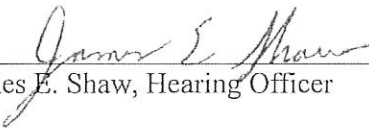

James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the “*Issuer*”) at the Round Rock Public Library, Room A, 216 E. Main Street, Round Rock, Texas 78664, on September 9, 2019, beginning at 4:30 p.m.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed \$20,000,000 of its Multifamily Housing Revenue Bonds (Legacy Senior Residences), Series 2019 (the “*Bonds*”) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* on August 28, 2019 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of the Residences of Stillwater Apartments (the “*Development*”), located within the geographic limits of Williamson County, Texas, by Legacy-Round Rock Partners, LP, or an affiliate thereof (the “*Borrower*”).

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the “*Hearing Officer*”), M. John Trofa, general counsel to the Issuer, Bobbi Jo Lucas of Cornerstone Associates, LLC and Robbye Meyer of ARX Advantage, LLC, consultant to the Borrower.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 5:00 p.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING



Austin American-Statesman austin360 ahora sí!

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Sheniqua Herod, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING - LEGAL, first date of publication 08/28/2019, last date of publication 08/28/2019, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING - LEGAL
220 W 42ND ST
12TH FLOOR
NEW YORK, NY 10036

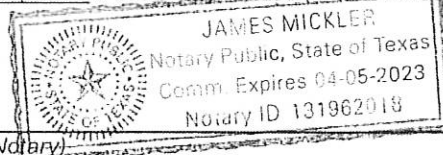
Invoice/Order Number:	0000508609
Ad Cost:	\$713.52
Paid:	\$713.52
Balance Due:	\$0.00

Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 4th day of September, 2019 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)

Please see Ad on following page(s).

Invoice/Order Number: 0000508609
Ad Cost: \$713.52
Paid: \$713.52
Balance Due: \$0.00

**Capital Area Housing
Finance Corporation
Notice of Public Hearing**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing at 4:30 p.m. on Monday, September 9, 2019, at the Round Rock Public Library, Room A, 216 E. Main Street, Round Rock, Texas 78664. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$20,000,000. The Bonds will be issued for the benefit of Legacy Round Rock Partners, LP, or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily senior housing development to be located at the southeast corner of University Boulevard (County Road 114) and Eagles Nest Street, Round Rock, Texas 78665 and consisting of approximately 157 units (the "Development"). The Borrower will own the Development and the land on which the Development will be situated.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.
8/28/2019

0000508609-01

Commissioners Court - Regular Session**8.****Meeting Date:** 10/29/2019

CAHFC Bonds Stillwater

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Residences of Stillwater) Series 2019.

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.

The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

The Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCAHFC Letter and Certificates

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 04:55 PM

Started On: 10/17/2019 04:35 PM



October 11, 2019

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Residences of Stillwater), Series 2019

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$35,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the (i) General and No Litigation Certificate (the "*General Certificate*") and (ii) Certificate of Approval (the "*Approval*") for execution by Judge Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Code requires that you, as the chief elected executive officer of the County of Williamson and "applicable elected representative" thereof, approve the issuance of

the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on September 9, 2019, at the Georgetown Public Library (the "*Public Hearing*"). A notice for the Public Hearing was published in the *Austin American-Statesman* on August 28, 2019. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than November 14, 2019.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Residences of Stillwater), Series 2019" issued in one or more series in an aggregate principal amount not to exceed \$35,000,000 (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By _____
[Deputy] County Clerk



DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

**CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS**

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation in an aggregate face amount of not more than \$35,000,000 (Residences of Stillwater Apartments) (the "*Bonds*"). The Bonds will be issued for the benefit of Pedcor Investments—2017-CLXVII, L.P., or an affiliate thereof (the "*Borrower*"), in connection with the construction of an approximately 192-unit multifamily development to be located at 1401 NE Inner Loop, Georgetown, Texas 78626 (the "*Development*"). The Borrower will own the Development and the land on which the Development will be situated.

A public hearing was held on behalf of Williamson County, Texas, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Capital Area Housing Finance Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Georgetown, Williamson County, Texas, on the date set forth below.

Bill Gravell, Jr., County Judge
Williamson County, Texas

Dated: _____, 2019

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the "*Hearing Officer*"), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Residences of Stillwater Apartments), Series 2019 to be issued in a principal amount not to exceed \$35,000,000 (the "*Bonds*") for the benefit of Pedcor Investments—2017-CLXVII, L.P., or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 192-unit multifamily development located at 1401 NE Inner Looper in Georgetown, Texas 78626 (the "*Development*").

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 9, 2019, at 6:00 p.m. at the Georgetown Public Library, Hewlett Room, 402 W. 8th Street, Georgetown, Texas 78626, in connection with the issuance of the Bonds.
2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of Williamson County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.
3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.
4. That after giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.
5. That a copy of the Affidavit of Publication of Notice of Public Hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 11th day of October, 2019.


James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the “*Issuer*”) at the Georgetown Public Library, Hewlett Room, 402 W. 8th Street, Georgetown, Texas 78626, on September 9, 2019, beginning at 6:00 p.m.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed \$35,000,000 of its Multifamily Housing Revenue Bonds (Residences of Stillwater Apartments), Series 2019 (the “*Bonds*”) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* on August 28, 2019 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of the Residences of Stillwater Apartments (the “*Development*”), located within the geographic limits of Williamson County, Texas, by Pedcor Investments—2017-CLXVII, L.P., or an affiliate thereof (the “*Borrower*”).

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the “*Hearing Officer*”), M. John Trofa, general counsel to the Issuer and Jean Latsha of Pedcor Investments, a Limited Liability Company.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 6:30 p.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING



Austin American-Statesman austin360 aahora sí

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Sheniqua Herod, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING - LEGAL, first date of publication 08/28/2019, last date of publication 08/28/2019, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING - LEGAL
220 W 42ND ST
12TH FLOOR
NEW YORK, NY 10036

Invoice/Order Number:	0000508606
Ad Cost:	\$822.53
Paid:	\$822.53
Balance Due:	\$0.00

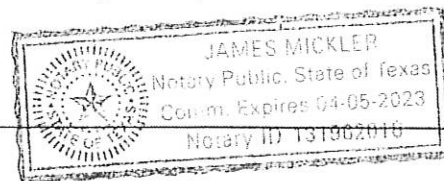
Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 4th day of September, 2019 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)



Please see Ad on following page(s).

Invoice/Order Number: 0000508613
Ad Cost: \$693.70
Paid: \$693.70
Balance Due: \$0.00

**Capital Area Housing
Finance Corporation
Notice of Public Hearing**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing at 6:00 p.m. on Monday, September 9, 2019, at the Georgetown Public Library, Hewlett Room, 402 W. 8th Street, Georgetown, Texas 78626. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$35,000,000. The Bonds will be issued for the benefit of Pedcor Investments-2017-CLXVII, L.P., or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at 1401 NE Inner Loop, Georgetown, Texas 78626 and consisting of approximately 192 units (the "Development"). The Borrower will own the Development and the land on which the Development will be situated.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

8/28/2019

0000508613.01

Commissioners Court - Regular Session**9.****Meeting Date:** 10/29/2019

CAHFC Bonds Auro Crossing

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Governmental Note relating to the Capital Area Housing Finance Corporation's Multifamily Governmental Note (Auro Crossing Apartments) Series 2019.

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates set forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.

The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

The Certificate of Approval for Issuance of Tax-Exempt Multi-Family Governmental Note is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCAHFC Letter and Certificates

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/18/2019

Reviewed By

Andrea Schiele

Date

10/18/2019 08:25 AM

Started On: 10/17/2019 04:38 PM



October 11, 2019

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Governmental Note
(Auro Crossing Apartments), Series 2019

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Governmental Note in an aggregate principal amount not to exceed \$45,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Governmental Note will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Governmental Note. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Governmental Note.

In connection with the issuance by the Corporation of the above-referenced Governmental Note, enclosed herewith are two (2) copies of the (i) General and No Litigation Certificate (the "*General Certificate*") and (ii) Certificate of Approval (the "*Approval*") for execution by Judge Bill Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.

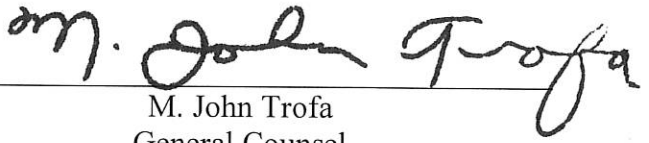
The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Governmental Note prior to the issuance of the Governmental Note. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Code requires that you, as the chief elected executive officer of the

County of Williamson and “applicable elected representative” thereof, approve the issuance of the Governmental Note after a public hearing following reasonable public notice. The Corporation conducted a public hearing on September 9, 2019, at the Round Rock Public Library (the “*Public Hearing*”). A notice for the Public Hearing was published in the *Austin American-Statesman* on August 28, 2019. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Thursday, November 14, 2019.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing governmental note entitled "Capital Area Housing Finance Corporation Multifamily Housing Governmental Note (Auro Crossing Apartments), Series 2019" issued in one or more series in an aggregate principal amount not to exceed \$45,000,000 (the "*Governmental Note*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Governmental Note or in any way affecting the proceedings relating to the issuance of the Governmental Note.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Governmental Note, or in any way contesting or affecting the validity or enforceability of the Governmental Note or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Governmental Note, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Governmental Note and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Governmental Note to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Governmental Note. The Governmental Note is not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

**CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS**

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of a series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the "*Corporation*") in an aggregate face amount of not more than \$45,000,000 (Auro Crossing Apartments) (the "*Bonds*"). The Bonds will be issued for the benefit of Auro Crossing LP, or an affiliate thereof (the "*Borrower*"), in connection with the construction of an approximately 256-unit multifamily development located at west of the intersection of FM 1325 and SH 45, Austin, Texas 78728 (the "*Development*"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

A public hearing was held on behalf of Williamson County, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality of the State of Texas; or (3) a warranty of the validity of the corporate existence of the Capital Area Housing Finance Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Georgetown, Williamson County, Texas, on the date set forth below.

Bill Gravell, Jr., County Judge
Williamson County, Texas

Dated: _____, 2019

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the "*Hearing Officer*"), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Auro Crossing Apartments), Series 2019 to be issued in a principal amount not to exceed \$45,000,000 (the "*Bonds*") for the benefit of Auro Crossing LP, or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 256-unit multifamily development located west of the intersection of FM 1325 and SH 45 in Austin, Texas 78728 (the "*Development*").

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 9, 2019, at 5:00 p.m. at the Round Rock Public Library, Room A, 216 E. Main Street, Round Rock, Texas 78664, in connection with the issuance of the Bonds.
2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of Williamson County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.
3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.
4. That after giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.
5. That a copy of the Affidavit of Publication of Notice of Public Hearing is set forth in *Exhibit B* attached hereto.

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WITNESS MY HAND this 11th day of October, 2019.

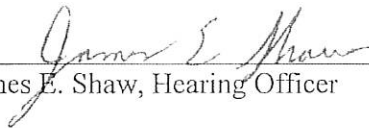

James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the "*Issuer*") at the Round Rock Public Library, Room A, 216 E. Main Street, Round Rock, Texas 78664, on September 9, 2019, beginning at 5:00 p.m.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed \$45,000,000 of its Multifamily Housing Revenue Bonds (Auro Crossing Apartments), Series 2019 (the "*Bonds*") in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* on August 28, 2019 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of the Auro Crossing Apartments (the "*Development*"), located within the geographic limits of Williamson County, Texas, by Auro Crossing LP, or an affiliate thereof (the "*Borrower*").

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the "*Hearing Officer*"), M. John Trofa, general counsel to the Issuer and Mark Feaster of Provident Realty Advisors, Inc.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 5:30 p.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING



Austin American-Statesman austin360 iahora sit

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Sheniqua Herod, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING - LEGAL, first date of publication 08/28/2019, last date of publication 08/28/2019, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING - LEGAL
220 W 42ND ST
12TH FLOOR
NEW YORK, NY 10036

Invoice/Order Number:	0000508613
Ad Cost:	\$693.70
Paid:	\$693.70
Balance Due:	\$0.00

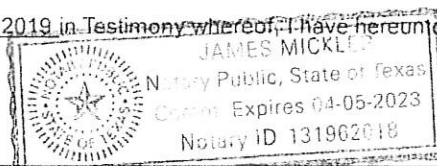
Signed

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 4th day of September, 2019 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

(Notary)



Please see Ad on following page(s).

Invoice/Order Number: 0000508606
Ad Cost: \$822.53
Paid: \$822.53
Balance Due: \$0.00

**Capital Area Housing
Finance Corporation
Notice of Public Hearing**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing at 5:00 p.m. on Monday, September 9, 2019, at the Round Rock Public Library, Room A, 216 E. Main Street, Round Rock, Texas 78664. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$45,000,000. The Bonds will be issued for the benefit of Auro Crossing LP or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located west of the intersection of FM 1325 and SH 45, Austin, Texas 78728 and consisting of approximately 256 units (the "Development"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower or an affiliate thereof. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

8/28/2019
0000508606-01

Commissioners Court - Regular Session**10.****Meeting Date:** 10/29/2019

CAHFC Bonds Riverstone

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Riverstone) Series 2020.

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates set forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.

The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCAHFC Letter and Certificates

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/18/2019

Reviewed By

Andrea Schiele

Date

10/18/2019 08:44 AM

Started On: 10/17/2019 04:40 PM



October 11, 2019

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Riverstone), Series 2020

Dear Mr. Hawes:

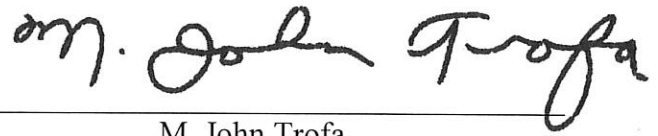
The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$45,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Bill Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Thursday, November 14, 2019.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Riverstone), Series 2020" issued in one or more series in an aggregate principal amount not to exceed \$45,000,000 (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate

shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session**11.****Meeting Date:** 10/29/2019

Sale of retired firefighter protective clothing to retiring Fire Marshal

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 sale of firefighter protective clothing that is scheduled to be removed from service to retiring Fire Marshal Marty Herrin for a purchase price of \$10.00.

Background

Fire Marshal Marty Herrin is retiring October 31, 2019 and he has requested to keep his protective clothing as a keepsake. The firefighter protective clothing is ten (10) years old and is to be removed from service to comply with Texas Commission on Fire Protection regulations that all firefighter protective clothing be removed from service after 10 years. Staff in the Fire Marshal's Office/Special Operations are acquiring new firefighter protective clothing in FY20. State law and county policy does not allow a gift of county resources, but due to the protective clothing being placed out of service and scheduled for destruction, it is recommended that Fire Marshal Herrin be allowed to purchase this protective clothing for \$10.00 as a memento of his time with Williamson County. This price has been determined to be consistent with auction prices of similar gear by Purchasing (attached). Staff would not recommend placing the protective gear for auction due to the potential risk and liability of selling obsolete gear to another agency. Legal, Purchasing and the Auditor's Office have been consulted and approve of this disposal of salvage property process.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[GovDeals comparison #1](#)[GovDeals comparison #2](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 10/23/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/23/2019 12:19 PM
10/23/2019 12:24 PM
Started On: 10/23/2019 11:12 AM

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.



[Advanced Search](#)



Fire Bunker Gear

Auction Ends 11/1/19 10:30 AM ET

Remaining 8 Days 22 Hrs

This item is subject to an auto extension of the auction end time.

[Refresh Bid & Time](#)

* HST 13.000000%

Buyer's Premium 5.00%

Starting Bid C \$10.00

Bids [14](#)

High Bidder j*****3

Current Bid C \$52.00

Bid Increment C \$2.00

Minimum Bid C \$54.00

Approx. US \$41.27

* HST is applied to the sale price, Buyer's Premium and other related fees.

[Terms and Conditions](#)

Sign In to Place Bid

153 visitors

Condition	Category	Inventory ID
Used/See Description	Fire and Police Equipment	BG2

Removed from service date - Unknown Condition when removed from service - Working Current condition - Unknown Reason for being auctioned - Scheduled for replacement Currently approved for Fire use - No Date of last Inspection/Test date - Unknown Quantity - 5 Sets (Pants & Coat) Size/Dimensions - Unknown Notable attachments - None Notable damage - None Notable - None Items seen in images or video NOT included with asset - TBA Known issues - None The asset is being sold as listed. You are invited to place a bid with the information provided, if the information provided does not meet your satisfaction, we suggest you do not bid.

? Questions and Answers

Q: Is the gear past 10 years old? (10/17/19 7:50 PM)

A: hi shawncooly the bunker gear is older than 10 years. (10/18/19 8:49 AM)

[Ask a question](#)

» Seller Information



Seller Name [North Frontenac, ON](#) [\[view seller's other assets\]](#)

Asset Location: 6648 Road 506
Plevna, Ontario K0H 2M0
Canada
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Asset(s) may not be located at address listed, please confirm location with seller. Inspection is by appointment only. Please click "Ask a Question" to schedule an inspection. Bidders showing up without an appointment will not be granted access.

\$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard) only. PayPal and credit card purchases are limited to below C \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to C \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of C\$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT MUST BE MADE ONLINE -- To make online payment, log into your GovDeals account and select 'My Bids'. Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

Attention Non Canadian Bidders:

Buyers will need to fill out and submit (to the Canadian Government) a [GST189 Form](#) to have the HST/GST fees refunded as the seller will not remove HST/GST fees from the sale.

General Application Rebates for [GST/HST Rebates](#) Includes forms GST189, GST288, and GST507

🔄 Removal

Quick Asset Lookup (QAL) #: 9214-52 (GD)

**Help Desk Hours: Monday - Friday,
8 am - 7 pm ET.**

[Contact us](#) with any questions,
comments or concerns.

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GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.



Search Auctions

Advanced Search



Fire Bunker Gear

Auction Ends 11/1/19 10:15 AM ET

Remaining 8 Days 21 Hrs

This item is subject to an auto extension of the auction end time.

[Refresh Bid & Time](#)

* HST 13.000000%

Buyer's Premium 5.00%

Starting Bid C \$10.00

Bids [6](#)

High Bidder j*****3

Current Bid C \$23.00

Bid Increment C \$2.00

Minimum Bid C \$25.00

Approx. US \$19.11

** HST is applied to the sale price, Buyer's Premium and other related fees.*

[Terms and Conditions](#)

Sign In to Place Bid

73 visitors

Condition	Category	Inventory ID
Used/See Description	Fire and Police Equipment	BG1

Removed from service date - Unknown Condition when removed from service - Working Current condition - Working Reason for being auctioned - Scheduled for replacement Currently approved for Fire use - No Date of last Inspection/Test date - Unknown Quantity - 5 Sets (Pants & Coats) Size/Dimensions - Unknown Notable attachments - None Notable damage - None Notable - None Items seen in images or video NOT included with asset - TBA Known issues - None The asset is being sold as listed. You are invited to place a bid with the information provided, if the information provided does not meet your satisfaction, we suggest you do not bid.

? Questions and Answers

There are currently no questions posted for this asset.

[Ask a question](#)

» Seller Information



Seller Name [North Frontenac, ON](#) [\[view seller's other assets\]](#)

Asset Location: 6648 Road 506
Plevna, Ontario K0H 2M0
Canada
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Asset(s) may not be located at address listed, please confirm location with seller. Inspection is by appointment only. Please click "Ask a Question" to schedule an inspection. Bidders showing up without an appointment will not be granted access.

\$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard) only. PayPal and credit card purchases are limited to below C \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to C \$5,000.00 or more, Wire Transfer must be used. Buyers on [level one probation](#) have a PayPal and Credit Card limit of C\$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT MUST BE MADE ONLINE -- To make online payment, log into your GovDeals account and select 'My Bids'. Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

Attention Non Canadian Bidders:

Buyers will need to fill out and submit (to the Canadian Government) a [GST189 Form](#) to have the HST/GST fees refunded as the seller will not remove HST/GST fees from the sale.

General Application Rebates for [GST/HST Rebates](#) Includes forms GST189, GST288, and GST507

🔒 Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be

Quick Asset Lookup (QAL) #: 9214-53 (GD)

**Help Desk Hours: Monday - Friday,
8 am - 7 pm ET.**

[Contact us](#) with any questions,
comments or concerns.

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Commissioners Court - Regular Session**12.****Meeting Date:** 10/29/2019

Title IV-E Amendment

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving Amendment No. 1 of the Title IV-E County Legal Services Contract with the Texas Department of Family Protective Services.

Background

On January 7, 2019, the Administration of Children and Families (ACF) allowed Texas counties to recover a portion of the costs associated with attorneys representing certain children and their child welfare legal proceedings. The contract is being amended to address this change. In addition, Section VII, Legal Notices, is removed and the due date for budgets is changed. The amendment has been reviewed by Legal. The contract was approved by Commissioners Court on August 21, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTitle IV-E County Legal Svcs Contract Amendment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/23/2019

Reviewed By

Andrea Schiele

Date

10/23/2019 10:26 AM

Started On: 10/22/2019 02:03 PM

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES CONTRACT AMENDMENT

This Amendment No. 1 (Amendment) modifies Contract # HHS000285100010 (Contract) and is entered into by the Texas Department of Family and Protective Services (DFPS) and Williamson County (Grantee) for IV-E County Legal services.

- I. PURPOSE.** On January 7, 2019, the Administration of Children and Families (ACF) reinterpreted IV-E Regulations to allow Texas counties to recover a portion of their costs associated with attorneys representing certain children and their parents in child welfare legal proceedings. This Amendment modifies the DFPS IV-E County Legal Contract to comply with this updated federal guidance.

II. CONTRACT MODIFICATIONS.

- A.** Both Parties agree to amend Section IV of this Contract by deleting that Section in its entirety and replacing it with the following:

"IV. CONTRACT BUDGET.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Grantee will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Grantee fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Grantee will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Grantee from negotiating budgetary changes throughout the course of the Contract."

- B.** Both Parties agree to delete Section VII of this Contract in its entirety and replace it with the following language:

"VII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

1. Attachment A – Statement of Work
2. Attachment B – Budget Form 2030 and Cost Allocation Plan
3. Attachment C – Grant Uniform Terms & Conditions
4. Attachment D – Grant Supplemental & Special Conditions
5. Attachment E – Federal Assurances and Certifications

6. Attachment F – FY20 DFPS Finance Handbook for County Legal Contracts. This Contract will incorporate "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

https://www.dfps.state.tx.us/handbooks/Title_IV_E_County/Files/IV_EC_pg_5000.asp#IVEC_5000

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000."

- C. Both Parties agree to delete Section VIII of this Contract in its entirety.
- D. Both Parties agree to amend Attachment A: Statement of Work, Section I(B) of this Contract by deleting that Section in its entirety and replacing it with the following:
- "B. Provide services in accordance with Attachment B: Budget and Cost Allocation Plan and Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts (Handbook);"
- E. Unless otherwise modified by this Bilateral Amendment or any prior Bilateral or Unilateral Amendments, the Contract will remain in full force and effect.

III. EFFECTIVE DATE.

This Bilateral Amendment is effective Tuesday, October 1, 2019.

IV. SIGNATORIES.

By signing this Amendment, the Parties certify that they have the requisite authority to bind their respective Party to this Amendment.

GRANTEE

DFPS

NAME: Bill Gravell
TITLE: County Judge
DATE: _____

NAME: Kristene Blackstone
TITLE: Associate Commissioner of CPS
DATE: _____

ATTACHMENT A GRANT STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES.

Grantee will perform the following:

- A. Assist the DFPS in providing fair, adequate and expeditious judicial determinations and services regarding children eligible for services under Title IV-E of the Social Security Act (Title IV-E);
- B. Provide services in accordance with Attachment B: Budget and Cost Allocation Plan and Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts (Handbook). This Contract will incorporate "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

[https://www.dfps.state.tx.us/handbooks/Title IVE County/Files/IVEC pg_5000.asp# IVEC 5000](https://www.dfps.state.tx.us/handbooks/Title%20IVE%20County/Files/IVEC_pg_5000.asp#IVEC_5000)

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000;

- C. Assist DFPS in identifying and meeting the needs of the children in the Grantee's County who are referred by DFPS;
- D. Develop an estimated annual budget for the operations for this Contract, recommend it to the Commissioners Court and appear in support of it at budget hearings;
- E. Maintain staffing at the level approved by the Commissioners' Court in its annual budget for each year in which the Contract is in effect;
- F. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;
- G. Review on a monthly basis expenditures, receipts and services delivered;
- H. The Grantee will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Invoice) are allowable expenditures under Title IV-E;
- I. Use DFPS' financial and statistical reporting systems as directed by DFPS; and
- J. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

II. DFPS RESPONSIBILITIES.

DFPS will perform the following.

- A. Provide the Grantee with child population each quarter.
- B. Process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures on the submitted and approved invoice.

ATTACHMENT A GRANT STATEMENT OF WORK

III. INVOICE AND PAYMENT.

A. Budget.

1. Grantee must provide its Contract Manager written notice on an annual basis if the Attachment B will not change.
2. If there is no change to Attachment B, then the Budget will carry over to the next Federal Fiscal Year.
3. If the Grantee is going to include indirect costs in its invoice, the Grantee will include by reference either the Grantee's approved Indirect Cost Agreement with the Federal Government or the appropriate documentation certifying the Grantee's official indirect cost rate.

B. Invoice.

1. Grantee will request payments using the invoice and in an accurate and timely manner for each federal quarter by the end of the following federal quarter and the expenditures in the invoice must include the information necessary to support these expenditures.
2. If the quarterly expenditures for the Grantee average or are expected to average less than \$1,000 per quarter, the Grantee may request approval from the Contract Manager to submit Invoices on an annual basis with the invoice for each federal quarter submitted and documented separately but at the same time before the end of the first federal quarter of the following federal fiscal year.

**ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS**

**SECTION I
FUNDING AVAILABILITY & FINANCIAL**

A. FUNDING AVAILABILITY.

1. This contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by the State of Texas TexTravel are higher.

C. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

D. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS' payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

E. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates, not allowed under applicable laws, rules, or regulations or that are otherwise inconsistent with this Contract, including any unapproved expenditures;
2. It will return to DFPS any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract; and
3. Reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

**ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS**

F. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS

G. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so then, Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as, with the provisions of UGMS.

H. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the DFPS as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us.

I. INSURANCE.

For Grantees that are not governmental entities, the following applies.

1. Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DFPS.
2. Grantee will provide evidence of insurance upon request by DFPS.
3. In the event that any policy is determined by DFPS to be deficient and does not comply with the terms of this Contract, Grantee will secure such additional coverage as required DFPS, law or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

**ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS**

J. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract

**SECTION II
RECORDS, AUDIT, CONFIDENTIAL INFORMATION,
PUBLIC INFORMATION ACT & PUBLICITY**

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain under Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB), as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the Federal Government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **THE GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause, concerning the authority to audit funds received indirectly by subgrantees related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS' request, a copy of those portions of Grantee's and its subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
 - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
 - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;

ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS

- m. Texas Public Information Act, Texas Government Code Chapter 552;
 - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- 2. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
 - 3. Grantee will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.
 - 4. Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.

E. PUBLIC INFORMATION ACT.

- 1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
- 2. For Grantees that are not governmental entities, the Grantee will make any information created or exchanged with the State of Texas or DFPS under this Contract available in a format that is accessible to the public at no charge to the State of Texas or DFPS.

F. PUBLICITY.

Grantee must not use the name of, or directly or indirectly refer to, DFPS, the State of Texas, or any other state agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from DFPS and any Federal agency, as appropriate.

G. LIMITATION OF DFPS NAME, SEAL OR LOGO.

- 1. Grantee will not use the DFPS name, seal or logo in any form or manner without the prior written approval of DFPS.
- 2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

**ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS**

**SECTION III
OWNERSHIP & INTELLECTUAL PROPERTY**

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables or work performed by Grantee results in the creation of intellectual property, all right, title, and interest in and to such intellectual property, will vest in DFPS upon creation and will be deemed to be a "work made for hire," and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section, without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

**SECTION IV
NOTICE**

A. NOTICE.

Except as otherwise required by this Contract, written notice will be:

1. By hand delivery or United States Mail, certified, return receipt requested or by nationally recognized courier service to the Grantee's assigned Contract Manager; and
2. Effective on receipt by the Party.

B. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify the assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

C. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

The Grantee will notify their assigned DFPS Contract Manager within ten days of any change to the Grantee's Contact Person or Key Personnel or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity,

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ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

D. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

**SECTION V
AMENDMENT**

A. AMENDMENT.

Except as provided for in the Unilateral Amendments section below, this Contract can only be changed by an Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be issued by DFPS and it will be effective 10 days after it is sent to the Grantee. DFPS has sole discretion as to whether a change to the Contract will require an Amendment. DFPS will issue a Unilateral Amendment to:

1. Correct an obvious clerical error;
2. Modify a contract number or Agency ID number;
3. Incorporate new or revised state or federal laws, regulations, rules or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law or as authorized by DFPS;
7. Change either Party's Contract Manager or legal notice designee or contact information; and
8. Change any recorded license number based on information obtained from the agency or entity issuing the license.

**SECTION VI
TERMINATION**

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when, in its sole discretion,

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DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**SECTION VII
GENERAL PROVISIONS**

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by DFPS. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

The following applies to Grantees that are not governmental entities.

1. Grantee will defend, indemnify and hold harmless the State of Texas and its officers and employees, and DFPS and its officers and employees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including attorneys' fees and court costs, arising out of or resulting from:
 - a. Grantee's performance under the Contract, including any negligent acts or omissions of Grantee, or any agent, employee, subrecipient, or supplier of the Grantee, or any third party under the control or supervision of the Grantee, in the execution or performance of this Contract;

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- b. Any breach or violation of a statute, ordinance, governmental regulation, standard or rule of Contract by the Grantee or any agent, employee, subgrantee, or supplier of the Grantee, or any third party under the control or supervision of the Grantee, in the execution or performance of this Contract;
 - c. Employment or alleged employment discrimination, including claims of discrimination against Grantee, its officers, or its agents; or
 - d. Work under this Contract that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.
2. Nothing in this Contract will be construed as a waiver of DFPS' sovereign immunity.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services, having direct client contact and/or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, subcontractors or volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, subcontractor or volunteer can provide direct services, have direct contact or access client records, the Grantee must receive notice from DFPS that the background check has been approved.
2. If while providing direct services, having direct client contact and/or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the Grantee will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS, which will be withheld or granted at the sole discretion of DFPS. Except where otherwise agreed in writing by DFPS, assignment will not release Grantee from its obligations under the Contract.

Grantee agrees that DFPS will, in one or more transactions, assign, pledge, or transfer the Contract. This assignment will only be made to another state agency or a non-state agency that is contracted to perform work for DFPS.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-

**ATTACHMENT C
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enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either party from any liabilities or obligations that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of any governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the Grantee of the Force Majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms, unless those forms have received prior approval by DFPS. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arising under this Contract.

J. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

K. HISTORICALLY UNDERUTILIZED BUSINESS (HUB).

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For Grantees that are not governmental entities, the Grantee will provide pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Contract.

L. CIVIL RIGHTS.

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
 - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
 - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
2. Grantee agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.
3. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at:
<http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
5. Grantee agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.

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6. Upon request, Grantee will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
7. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

M. PERMIT AND LICENSE.

Grantee will be responsible at their expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations or laws necessary or required for the Grantee to provide services or goods under this Contract.

N. WARRANTY.

Grantee warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry and conform to or exceed the specifications set forth in the Contract and be fit for ordinary use, of good quality, and contain no material defects.

O. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within Texas and all persons (including subgrantees) assigned by the Grantee to perform services, deliverables and work pursuant to the Contract.

P. REPORT OF WASTE, FRAUD OR ABUSE.

Grantees who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

Q. Cultural Competence.

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1. Grantee will make reasonable efforts to provide services that meet each client's individual needs and takes into consideration the intellectual functioning, literacy, level of education and comprehension ability of each client in order to ensure that all information is presented in a way that meets each client's individual needs.
2. Grantee will provide services in the client's primary language either directly by Grantee or by a DFPS approved translator.
3. Grantee will have a cultural competence mission statement, core values or other similar guidance that provides how the Grantee will effectively provide these services to clients of various cultures, races, ethnic backgrounds and religions in a manner that recognizes and affirms the client's worth, protects and preserves the client's dignity and ensures equity of service delivery.

**SECTION VIII
CERTIFICATIONS & AFFIRMATIONS**

As applicable to this Contract, Grantee certifies and affirms that by entering into this Contract that these certifications and affirmations apply to Grantee, and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subrecipients, independent Grantees, and any other representatives who will provide services under, who have a financial interest in, or otherwise have an interest in this Contract.

- A. Grantee has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- B. Under Texas Government Code §§ 2155.006 and 2261.053 (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C. Under Texas Family Code § 231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

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- E.** Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>. This Contract will be terminated and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds.
- F.** Under Texas Government Code § 669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §§ 556.005, 556.0055 or 556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I.** Grantee will comply with Texas Government Code § 2155.4441 (preference for purchase of products produced in the State of Texas).
- J.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code § 15.01, et seq.
- K.** If the Grantee is a "Company" under Texas Government Code § 808.001, at the time of executing this Contract, that it is not boycotting Israel and will not boycott Israel during the term of this Contract.

**ATTACHMENT D
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS**

**SECTION I
SUPPLEMENTAL CONDITIONS**

The DFPS Uniform Terms and Conditions are modified for this Contract as follows.

- A.** Section II(D) is modified by adding the following language as Subsection 5:
5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Contract by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
- a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
 - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
 - c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.
- B.** Section VII(C) is deleted from the DFPS Uniform Terms and Conditions.

**SECTION II
SPECIAL CONDITIONS**

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that

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DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

B. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

C. SUBCONTRACTING.

As applicable under the Contract, Grantee will comply with the following.

1. Grantee will be responsible to DFPS for any subgrantee's performance under this Contract. Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantees planning to subcontract all, or a portion, of the work to be performed will identify the proposed subgrantees.
4. Subcontracting will be solely at Grantee's expense.
5. DFPS retains the right to check subgrantee's background and approve or reject the use of submitted subgrantees.
6. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
7. Grantee will include a term in all subcontracts that incorporates this Contract by reference and binds subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subgrantee, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subgrantee is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Grantee.
8. Payments to subgrantees will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

D. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with the following:

1. The DFPS IT Security Policy located at:
https://www.dfps.state.tx.us/PCS/About_PCS/documents/Grantee_Information_Security.pdf
2. Upon reasonable notice, Grantee must provide, and cause its subgrantees and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any

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DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:

- a. Grantee information security policies, procedures, standards, guidelines;
 - b. Grantee security violation reports;
 - c. Grantee employee security acknowledgement agreements; and
 - d. Lists of Grantee's employees, subgrantees, and agents with authorized access to DFPS confidential information.
3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Grantee's obligations under this Contract.
4. Grantee will provide, and will cause its subgrantees and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
- a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;
 - b. General Security Controls Audit;
 - c. Application Controls Audit;
 - d. Vulnerability Assessment; and
 - e. Network/Systems Penetration Test.

E. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Clerk
APPLICANT ORGANIZATION Williamson County	DATE SUBMITTED 08-21-2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Williamson County	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="DAN"/> Middle Name: <input type="text" value="X"/>
* Last Name: <input type="text" value="GATTS"/> Suffix: <input type="text"/>	
* Title: <input type="text" value="County Clerk"/>	
* SIGNATURE: <input type="text" value="DAN GATTS"/>	* DATE: <input type="text" value="08-24-2014"/>

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

NOTICE: This Contract incorporates "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

https://www.dfps.state.tx.us/handbooks/Title_IVE_County/Files/IVEC_pg_5000.asp#IVEC_5000

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000.

5000 Legal Contracts

Title IV-E Finance Handbook for County Legal Contracts July 2019

Texas counties are mandated to represent DFPS in child abuse and neglect cases.

-Texas Family Code §264.009

On January 7, 2019, the Administration of Children and Families reinterpreted IV-E Regulations to allow Texas counties to recover a portion of their costs associated with attorneys representing certain children and their parents in child welfare legal proceedings.

-Child Welfare Policy Manual, Section 8.1B, Question 30

County attorneys or district attorneys who represent DFPS in child abuse and neglect cases and attorneys who represent children and parents (as defined in Texas Family Code §101.024) in the foster care system (including ad litem) may receive compensation for doing so by way of contracts for Title IV-E County Legal Services. Reimbursable expenditures include costs incurred to carry out the proper and efficient administration of the state plan.

County legal contracts are a subset of the types of contracts DFPS may enter into with a county for Title IV-E reimbursement. County legal contracts are subject to the same legal authorities and requirements listed in 2000 Legal Basis.

The subitems within 2000 Legal Basis of the handbook contain additional guidance and examples of allowable costs that are specific to county legal contracts.

5100 Types of Expenses

Title IV-E Finance Handbook for County Legal Contracts July 2019

Two types of expenses, Administrative and Training, are reimbursable under contracts for Title IV-E county legal services. Each type of expense is reimbursed at a different federal financial participation (FFP) level.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

Administration

Costs directly related to the administration of the foster care program are allowable if they are:

- necessary and reasonable;
- incurred while providing proper and efficient services to children who are eligible under Title IV-E; and
- incurred in accordance with 45 CFR 75 and 45 CFR §§95.507, 1356.60(c).

Title IV-E allowable administrative costs are reimbursable at 50 percent and may include such costs as:

- salaries;
- fringe benefits;
- travel;
- supplies;
- equipment; and
- other operating expenses.

Training

Title IV-E training expenses are a subset of Administration services. The expenses are reimbursable at the rate of 75 percent rather than the 50 percent rate offered for other types of administrative services

Title IV-E training expenses include:

- salaries;
- fringe benefits; and
- travel expenses.

5110 Administration Expenditures

Title IV-E Finance Handbook for County Legal Contracts July 2019

Salaries and Fringe Benefits

Counties may claim the salaries and fringe benefits associated with legal personnel for time spent performing reimbursable Title IV-E activities for children and their parents.

Fringe benefits include, but are not limited to the following:

- Federal Insurance Contributions Act (FICA) tax, paid by the county
- Health insurance

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Retirement
- Workers' compensation

The distribution and apportionment of salaries and wages must be:

- in compliance with 45 CFR 75, Subpart E. Cost Principles; and
- in accordance with the county's approved budget.

The county may claim reimbursement for any allowable Title IV-E related legal services for children and their parents in the Texas foster care system. Reimbursement is provided for the percent of each staff person's time that was spent providing services specifically related to Title IV-E. Some examples of legal services that may qualify under Title IV-E may include:

- Meeting with a child client and/or child's caregiver, as applicable, or parent client prior to each statutorily required hearing
- Interviewing clients or other person with significant knowledge of the case
- Investigating the facts of the case
- Obtaining and reviewing copies of court files

Staff Whose Work May Be Reimbursed

Examples include, but are not limited to the following:

Legal	Support
Any court appointed attorney whose costs are reimbursable through the county	
District or county attorney	
Any court appoint attorneys representing children or their parents in foster care system (including ad litem)	Administrative clerical staff
Appellate attorney	Legal clerk
Assistant district attorney	Paralegal
Assistant county attorney	Receptionist
Assistant criminal district attorney	Secretary
Compliance officer (attorney)	Legal secretary
CPS unit chief attorney	Law clerk
Criminal district attorney	Interpreter (hired and paid by attorney)
Deputy division chief	
Division chief	
Supervising attorney	

Administration Travel

Travel costs are limited to the maximum Travel Reimbursement rates noted by the Texas Comptroller of Public Accounts and are limited to actual travel costs.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

Allowable Travel Costs

Allowable costs incurred by county personnel or legal staff serving children and parents in the Texas foster care system while performing Title IV-E administrative duties may include the following:

- Meals
- Lodging
- Auto rental
- Gasoline
- Airfare
- Mileage
- Registration fees
- Parking
- Other incidental expenses, such as taxi fees and tolls

Unallowable Travel Costs

Costs that may not be reimbursed include the following:

- Gratuity
- Alcoholic beverages
- Any other items not allowed by federal regulations or not directly connected to the Title IV-E program

Supplies

The costs of supplies that are reasonable and necessary to administer the Title IV-E program are reimbursable. Purchases are charged at their actual cost after deducting all cash discounts, rebates, and allowances received.

The costs may include items not capitalized under the county policy. (See the Equipment section, below, for procedures related to the capitalization threshold.)

Equipment

The cost of equipment deemed reasonable and necessary to administer the Title IV-E program is reimbursable only if it is purchased for employees whose work relates exclusively to Title IV-E.

An item is considered equipment, if the two following conditions exist:

- The unit cost is \$5,000 or more.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- The item has an estimated useful life of more than one year.

See the State of Texas capitalization policy in the document Uniform Grant Management Standards Word Document, published by the Budget, Planning, and Policy Division of the Office of the Governor.

Equipment is considered a fixed asset, as opposed to a consumable item, and therefore must be capitalized. Equipment must be tracked in a property accounting system and included in the county's inventory.

For the purpose of reimbursement through the Title IV-E program, the county's capitalization policy applies. If a county's capitalization threshold exceeds the \$5,000 limit set by the state, an item is considered capitalized equipment for Title IV-E purposes if it costs less than the county's threshold but more than the state's.

If a county does not have a capitalization policy, the state's capitalization policy applies.

Other Operating Expenses

Certain other costs that are directly related to the administration of the Title IV-E program are reimbursable.

Allowable Costs

Other costs that are reimbursable include but are not limited to the following:

- Citations by publication
- Legal mediation fees
- Expert witness fees
- Telephone (purchase and service costs)
- Professional membership fees
- Filing fees related to child welfare cases

Unallowable Costs

Other costs that are not reimbursable include but are not limited to the following:

- Salaries for court employees
- Expenses related to Texas Court Appointed Special Advocates (CASA) program
- General filing fees unrelated to child welfare cases
- Other costs associated with the normal functioning of a court
- Costs already allocated to cost allocation for federal assistance programs
- Costs associated with drug testing (including expert witnesses).

5120 Training Expenditures

Title IV-E Finance Handbook for County Legal Contracts July 2019

Title IV-E training costs are the costs associated with attending or participating in Title IV-E approved training. The costs must be specifically related to the Title IV-E program as indicated in Appendix B: Title IV-E Training Topics for Which the State May Claim a Title IV-E Match.

Training costs are reimbursable at the enhanced 75 percent match rate only to the extent that a training session is designed to prepare DFPS employees and limited other trainees to carry out the allowable administrative functions identified in 45 CFR, §1356.60(c)(2). Other trainees may include such persons as potential employees, foster care parents, and institution staff. The functions are listed at the beginning of 4120 Administrative Expenditures.

Training for other groups, such as the following, is reimbursable.:

- CASA volunteers
- Contracted child placement providers
- The staff of courts that hear abuse and neglect cases
- Other court-appointed special advocates representing children in court proceedings as specified in the Fostering Connections to Success and Increasing Adoptions Act of 2008.

Approval from a contract manager must be obtained before billing for Title IV-E training expenses.

Allowable Training Topics

For training to be reimbursable at the enhanced 75 percent rate for Title IV-E training, the topic of the training must be:

- related to one of the activities cited in 45 CFR §1356.60(c)(1)(2); and
- allowable as an administrative activity under the Title IV-E program.

See also the guidance provided in Section 8.1H, Child Welfare Policy Manual, published by the U.S. Department of Health and Human Services (U.S. HHS).

Allowable training topics include the following:

- Representation of children and parents in child protection proceedings
 - The American Bar Association Standards of Practice for Representing Children, Parents, and the Child Welfare Agency in Child Protection Cases
- Eligibility determination and re-determination
- Fair hearings and appeals

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Trauma informed care training
- Referral to services
- Preparation for and participation in judicial determinations
- Placement of a child
- Development of a case plan
- Case reviews
- Case management and supervision
- Recruitment and licensing of foster homes and institutions

For additional allowable training topics see:

Appendix B: Title IV-E Training Topics for Which the State May Claim a Title IV-E Match

Guidance provided on the U.S. HHS website

Training Salaries and Fringe Benefits

The training salaries and fringe benefits paid to county legal personnel or legal staff serving children and their parents in the Texas foster care system for the actual time spent attending or participating in Title IV-E training are reimbursable.

Fringe benefits include but are not limited to the following:

- Federal Insurance Contributions Act (FICA) tax paid by the county
- Insurance
- Retirement
- Workers' compensation
- Professional membership fees

The time spent traveling to and from the Title IV-E training may be included.

Travel for Title IV-E Training

Travel expenses incurred by county legal personnel or legal staff serving children and their parents in the Texas foster care system while attending or participating in Title IV-E training are reimbursable.

Travel costs are limited to the maximum Travel Reimbursement[External Link](#) rates noted by the Texas Comptroller of Public Accounts and are limited to actual travel costs.

Reimbursable travel costs may include the following:

- Meals

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Lodging
- Auto rental
- Gasoline
- Airfare
- Mileage
- Registration fees
- Parking
- Other incidental expenses, such as taxi fees and tolls

Exception

Training that is not directly related to Title IV-E topics is not reimbursable at the 75 percent enhanced rate, but may be reimbursable at the 50 percent Administration match rate. Allowable cost is based on the percentage of time that the employee who attends the training is otherwise engaged in Title IV-E activities.

For more guidance on claiming training that is not related to Title IV-E as an administrative expense, contact the contracts administrator.

Commissioners Court - Regular Session**13.****Meeting Date:** 10/29/2019

Tax Collection Agreement

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 13 and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District (MUD) No. 13 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWC MUD No 13

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 10/21/2019

Reviewed By

Andrea Schiele

Date

10/21/2019 03:31 PM

Started On: 10/21/2019 03:21 PM

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
§
COUNTY OF WILLIAMSON §

WHEREAS, the Williamson County Municipal Utility District No. 13 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District No. 13, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event a tax payment is made by check or other medium and is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and any and all collateral or related information or documentation and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

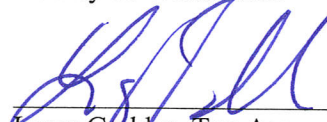
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

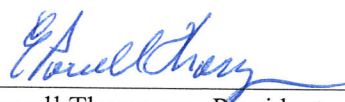
Executed _____, 20_____.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson



Larry Gaddes, Tax Assessor-Collector,
County of Williamson



E. Powell Thompson, President
Williamson County MUD No. 13

RESOLUTION NO. 1

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, the Williamson County Municipal Utility District No. 13 desires to levy an ad valorem tax in each fiscal year; and

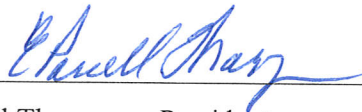
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Williamson County Municipal Utility District No. 13 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 13 THAT:

The President of Williamson County Municipal Utility District No. 13 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 10th day of October, 20 19.



E. Powell Thompson, President
Williamson County MUD No. 13

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District No. 13 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Williamson County Municipal Utility District No. 13 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20____.

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session**14.****Meeting Date:** 10/29/2019

Rely Information Systems, LLC consultant Oracle DBA Support for November 1, 2019 - October 31, 2020

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County Oracle applications in the not-to-exceed- amount of \$82,000.00. Exemption of the services to be provided under the agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4).

Background

Rely Information Systems, LLC will provide consulting services, general DBA patch and upgrade assistance, as requested, of Williamson County's Oracle applications, during the period of November 1, 2019 - October 31, 2020. The funding source in the FY20 budget is under Professional Services, 01.0100.0503.004100. The department point of contact is Minnie Beteille for this contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRely Information Systems for term November 1, 2019 - October 31, 2020

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/24/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/23/2019 04:43 PM
10/24/2019 10:18 AM
Started On: 10/21/2019 05:04 PM

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and

will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services

provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGEMENT MATERIAL, INFORMATION OR TECHNOLOGY.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or; any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

13.1 Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

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

13.3 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 of this Agreement. 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.

13.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall 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 shall 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.

13.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

13.6 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

13.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

13.9 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the

County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

13.10 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

13.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.12 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: Praveen Rao

NAME: VARADA PRAVEEN RAO

TITLE: PRESIDENT

DATE: 10/12, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell,
Williamson County Judge

DATE: _____, 20____

EXHIBIT A STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2019 through Oct 31, 2020. These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:

The Service to be performed under this SOW shall be from Nov 1, 2019 through October 31, 2020.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed \$82,000.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1 2019, until Oct 31, 2020.			
Consultant(s)	Hourly Rate(s)	Estimated Hours	Cost
Oracle DBA - routine weekly support	\$90	672 hours (estimate only)	\$60,480
Oracle DBA - patch applications	\$90	80 hours (estimate only)	\$7200
		Total hours 800	Total Cost- \$67,680

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session**15.****Meeting Date:** 10/29/2019

Approving Change Order #2 Justice Center Courtroom AV Project

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 Change Order No. 2 to the agreement between Williamson County and Data Projections for Justice Center Courtroom A/V Upgrades in the amount of \$3,182.69 and authorizing execution of the Change Order.

Background

This change order is a modification of the original scope of work. Functionality of the system is changing by adding AVFI Racks and Monitor Arms to the 10 courtrooms. Department point of contact is Richard Semple. Funding source P520.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsChange Order

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/24/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/24/2019 08:59 AM
10/24/2019 10:43 AM
Started On: 10/23/2019 08:47 AM



DPP#:	8982
PO#:	171444
Date:	9/20/2019
External Change Order#:	2
Tax Exempt:	Yes

The functionality is changing by adding AVFI Rack and Monitor Arm

This change will delay the completion of this project by 2-3 days from time of approval. Individual modifications may appear to have no impact on the completion, schedule, manpower peak, etc., but collectively several such changes would. Contractor reserves the right to periodically review the cumulative effort of modifications and to make request for price or schedule adjustments.

It is hereby agreed the price for the work specially identified for this change in scope will be:

Original		
No. 1 Total	\$	-
Remove	\$	-
Add	\$	3,123.83
Fees & Taxes	\$	58.86
New Total	\$	3,182.69
Change	\$	3,182.69

Customer to sign below as authorization to proceed with the work and adjust the contract/PO.
Signed copy to be returned to Mark Mazac, Account Manager.

Authorized Signature: _____

Printed Name: _____

Date: _____

Company: _____

Cancel this change in scope and do not incorporate into the project.

Authorized Signature: _____

Printed Name: _____

Date: _____

Account Manager Name - Mark Mazac
Title - Sales Account Executive
Email Address - mmazac@datapredictions.com
Phone Number - 512-970-5519

Commissioners Court - Regular Session**16.****Meeting Date:** 10/29/2019

Street Name Change Water Oak Pkwy to Parkside Pkwy

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

Information**Agenda Item**

Discuss, consider and take any appropriate action pursuant to Tex. Transp. Code § 251.152 regarding proposed street name change in Pct. 3 for Water Oak Parkway to Parkside Parkway in the subdivision Water Oak North, Section 1.

Background

Per the request of the developer, we are asking for approval to change Water Oak Parkway to Parkside Parkway in the approved and recorded plat Water Oak North, Sec 1. This goes along with the CR 176 name change to continue continuity with the extension of the road all the way to W SH 29. There are no residents off the road and no addresses assigned. This request is just for record of the change.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWater Oak North Sec 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teresa Baker

Final Approval Date: 10/22/2019

Reviewed By

Andrea Schiele

Date

10/22/2019 03:54 PM

Started On: 10/22/2019 03:16 PM



PLAT

2013033404

12 PGS

PLAT MAP RECORDING SHEET

**DEDICATOR: ABG WATER OAK PARTNERS, LTD
GALO CONSTRUCTION, LLC, GENERAL PARTNER
A. BRADFORD GALO, MANAGING MEMBER
LAREDO WO, LTD
ABG ENTERPRISES, LTD, GENERAL PARTNER
A. BRADFORD GALO, CHIEF EXECUTIVE OFFICER**

SUBDIVISION NAME: WATER OAK NORTH, SECTION 1

**PROPERTY IS DESCRIBED AS: 89.069 ACRES OUT OF THE ISAAC
DONAGAN SURVEY, ABSTRACT NUMBER 178, IN
WILLIAMSON COUNTY, TEXAS, BEING A
PORTION OF THE REMAINDER OF A 324.00 ACRE
TRACT AND PORTIONS OF A 24.071 ACRE TRACT
AND A 22.225 ACRE TRACT.**

**Reference: 2007014278
2012056676
2013000524**

HAND TO: CITY OF GEORGETOWN; KAREN FROST, (512) 930-2545

INSTRUMENT DATE: MARCH 11, 2013

FILE DATE: APRIL 15, 2013

DIGITALLY RECORDED

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013033404**

Nancy E. Rister

04/15/2013 11:13 AM

WEHLING \$911.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FINAL PLAT WATER OAK NORTH, SECTION 1

BEING 89.069 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO, W.O. LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24,071 ACRE TRACT AND THAT CERTAIN 22,225 ACRE TRACT OF LAND CONVEYED TO ABQ WATER OAK PARTNERS, LTD. IN DOCUMENT NO.S 2012058676 AND 2013000524, RESPECTIVELY, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

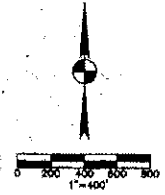
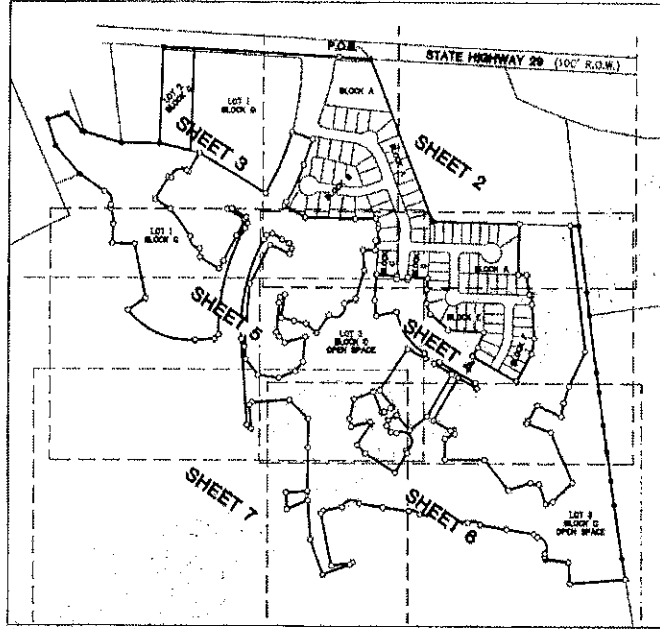


BENCHMARK LIST:

BM "28" - 1/4" NAIL WITH WASHER SET IN MEDIAN OF SH 29. ELEV = 808.72
BM "A" - COTTON SPRINKLE SET IN POWER POLE. ELEV = 804.86
BM "B" - IRON ROD WITH RED CAP SET. ELEV = 809.07
BM "C" - COTTON SPRINKLE SET IN POWER POLE. ELEV = 805.97
BM "E" - IRON ROD WITH RED CAP SET. ELEV = 811.84
BM "F" - IRON ROD WITH RED CAP SET. ELEV = 799.88

READING BASE: THE BASE OF BENCHMARKS FOR THIS SURVEY IS REFERENCED TO THE TEXAS COORDINATE SYSTEM HARRIS/000 CENTRAL ZONE, BY WGS 84/03 SOLUTION USING CORS STATIONS AFNLS, GDS99A, OF 1987 AND 1993/02.

SCALE FACTORS: COORDINATES SHOWN HEREON ARE GRID VALUES (TEXAS COORDINATE SYSTEM, HARRIS/000 CENTRAL ZONE) TO OBTAIN SURFACE VALUES, APPLY THE COMBINED SCALE FACTOR OF 1.00034880. ALL BEARINGS AND DISTANCES SHOWN ARE SURFACE VALUES.



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/ CAP SET
- POINT OF BEGINNING
- ⊙ BENCHMARK

WATER OAK NORTH, SECTION 1

OWNER: ABQ WATER OAK PARTNERS, LTD.
AND LAREDO, W.O. LTD.
SURVEY: ISAAC DONAGAN SURVEY
ABSTRACT NO. 178
ACREAGE: 89.069 ACRES
NO. OF BLOCKS: 7
LINEAR FEET OF NEW STREETS: 4162'
SUBMITTAL DATE: AUGUST, 2012
SURVEYOR: BURY+PARTNERS, INC.
ENGINEER: LORA CONTRA, MONUMENT #03A, LORA
BENCHMARK: BRASS DISC IN CONCRETE FOUND AT THE
NORTHEAST CORNER OF LCRA SUBSTATION
ALONG CHAIN LINK FENCE ON SOUTH SIDE
OF STATE HIGHWAY 29, 21,000' EAST OF
INTERSTATE HIGHWAY #35.
ELEV=735.25' (NAVD 83)

AREA SUMMARY

BLOCK A	
32 SINGLE FAMILY LOTS	1.208 ACRES
LOT 18 - OPEN SPACE	0.082 ACRES
LOT 20 - OPEN SPACE	0.753 ACRES
LOT 35 - COMMERCIAL LOT	2.043 ACRES
TOTAL LOTS - 35	4.086 TOTAL ACRES
BLOCK B	
20 SINGLE FAMILY LOTS	1.076 ACRES
LOT 11 - OPEN SPACE	0.361 ACRES
TOTAL LOTS - 21	1.437 TOTAL ACRES
BLOCK C	
2 SINGLE FAMILY LOTS	0.214 ACRES
LOT 3 - OPEN SPACE	0.614 ACRES
TOTAL LOTS - 3	0.828 TOTAL ACRES
BLOCK D	
2 SINGLE FAMILY LOTS	0.433 ACRES
TOTAL LOTS - 2	0.433 TOTAL ACRES

AREA SUMMARY

BLOCK E	
16 SINGLE FAMILY LOTS	0.846 ACRES
TOTAL LOTS - 16	0.846 TOTAL ACRES
BLOCK F	
7 SINGLE FAMILY LOTS	1.198 ACRES
TOTAL LOTS - 7	1.198 TOTAL ACRES
BLOCK G	
LOT 1	0.378 ACRES
LOT 2	2.590 ACRES
TOTAL LOTS - 2	2.968 TOTAL ACRES
STREET RIGHTS-OF-WAY	
WATER OAK PARKWAY	0.281 ACRES
MONROE HWY DRIVE	1.878 ACRES
JAN GARD DRIVE	1.008 ACRES
FALLING HILLS DRIVE	0.994 ACRES
CLEAR BROOK DRIVE	0.781 ACRES
CHERRY HILLS	0.856 ACRES
TOTAL STREET RIGHTS-OF-WAY - 8	7.472 TOTAL ACRES

FINAL PLAT WATER OAK NORTH, SECTION 1

Bury+Partners

221 West North Street, Suite 500
Lubbock, Texas 79401
Tel: 806.768.9611 Fax: 806.768.9612
TDD: 806.768.9612
Bury+Partners, Inc. © Copyright 2012

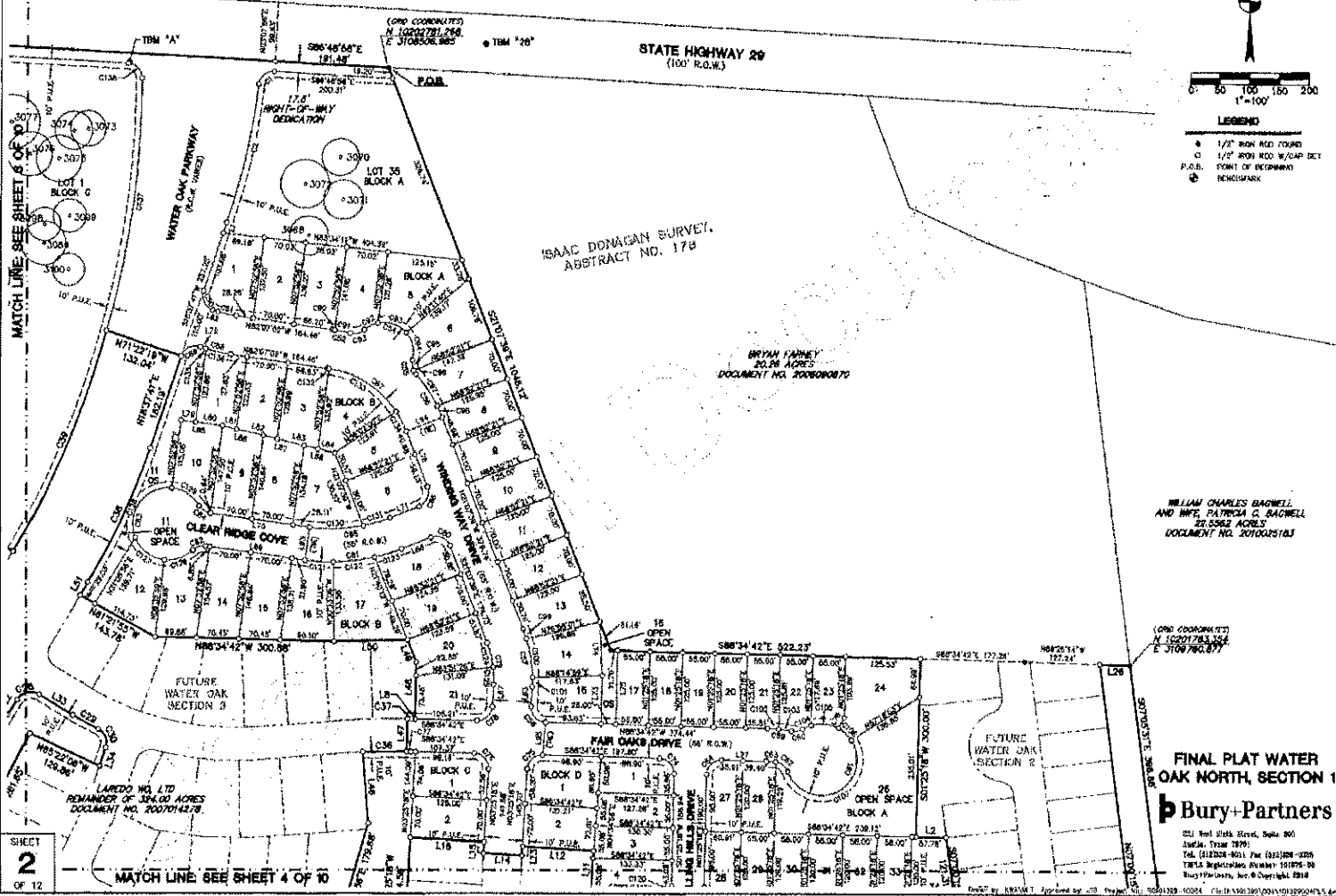
Drawn by: M. BARRY Approved by: J. B. BARRY Project No: 10011201-0001 File: 10011201-0001-00000000.dwg

SHEET
1
OF 12

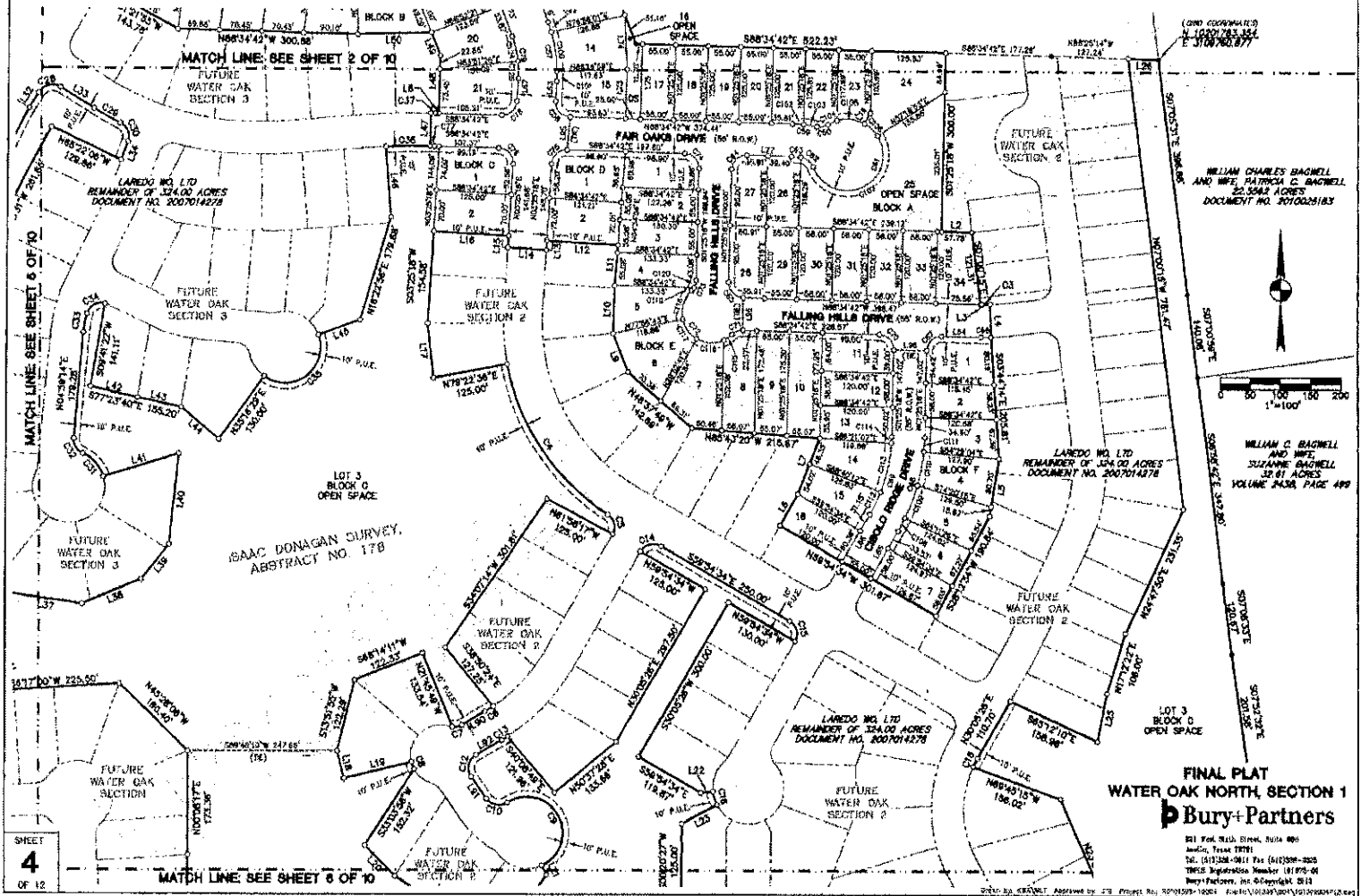
THE SCHNEIDER BROTHERS PARTNERSHIP, LTD.
100 ACRES
DOCUMENT NO. 2004033777

FINAL PLAT WATER OAK NORTH, SECTION 1

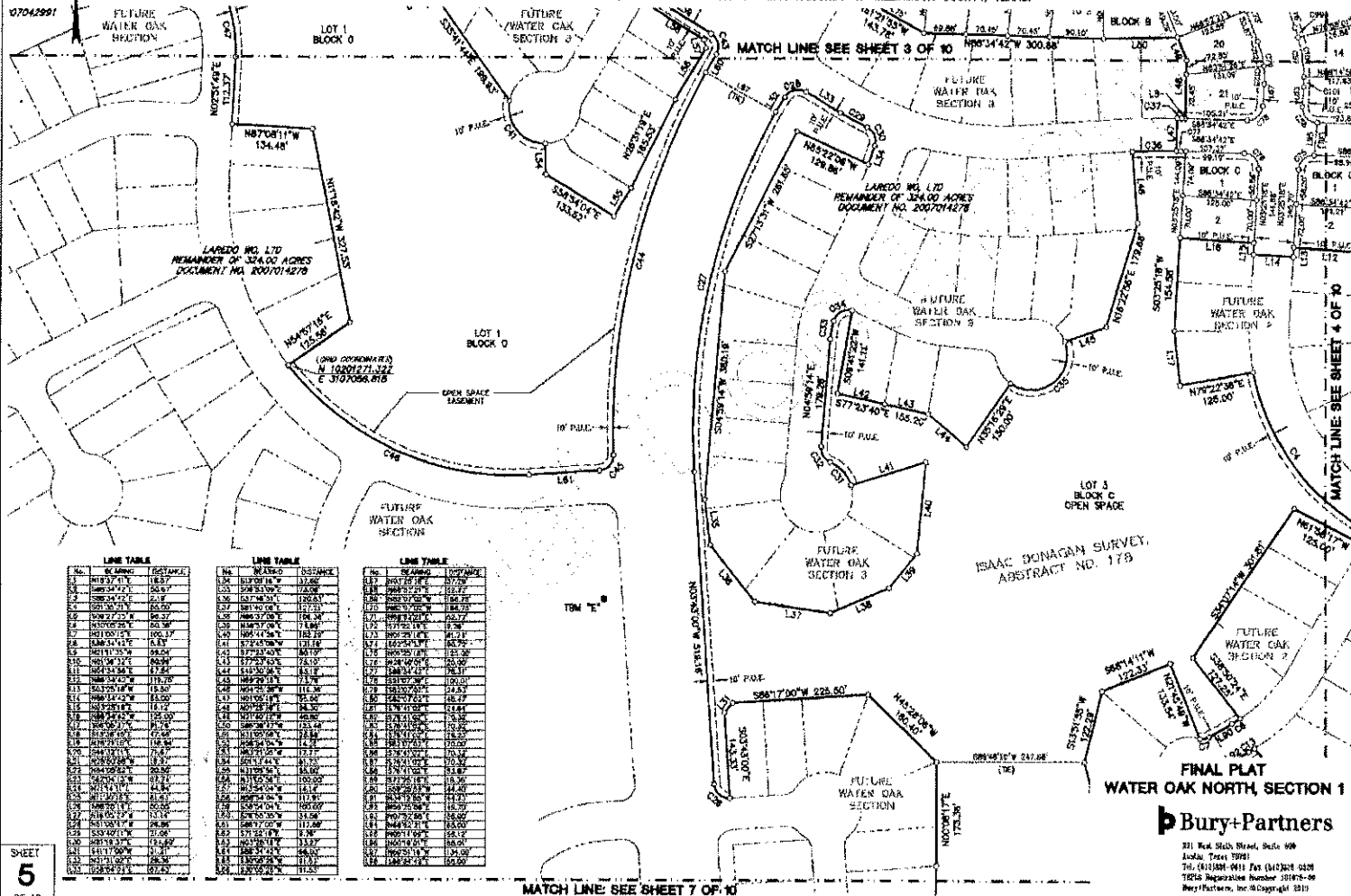
BEING 89.069 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO NO. LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24.071 ACRE TRACT AND THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABO WATER OAK PARTNERS, LTD., IN DOCUMENT NO.S 2012058878 AND 2013000524, RESPECTIVELY, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



BEING 89.089 ACRES OF LAND OUT OF THE ISAAC HUNAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO MO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24.071 ACRE TRACT AND THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABO WATER OAK PARTNERS, LTD. IN DOCUMENT NO.S' 20120586676 AND 2013000524, RESPECTIVELY, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



BEING 89.069 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO WO. LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24.071 ACRE TRACT AND THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABO WATER GAK PARTNERS, LTD. IN DOCUMENT NO.'S 2012056678 AND 2013000524, RESPECTIVELY, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



FINAL PLAT
WATER OAK NORTH, SECTION 1

Bury+Partners

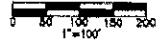
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 520-0411 Fax: (512) 520-0120
TRPLS Registration Number 581076-00
Bayer/Parsons, Inc. © Copyright 2013

BEING 89,069 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24.071 ACRE TRACT AND THAT CERTAIN 22,225 ACRE TRACT OF LAND CONVEYED TO ABO WATER OAK PARTNERS, LTD. IN DOCUMENT NO.51 20120586678 AND 2013006324, RESPECTIVELY; ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LAREDO NO. 17D
REMAINDER OF 324.00 ACRES
DOCUMENT NO. 2007014278

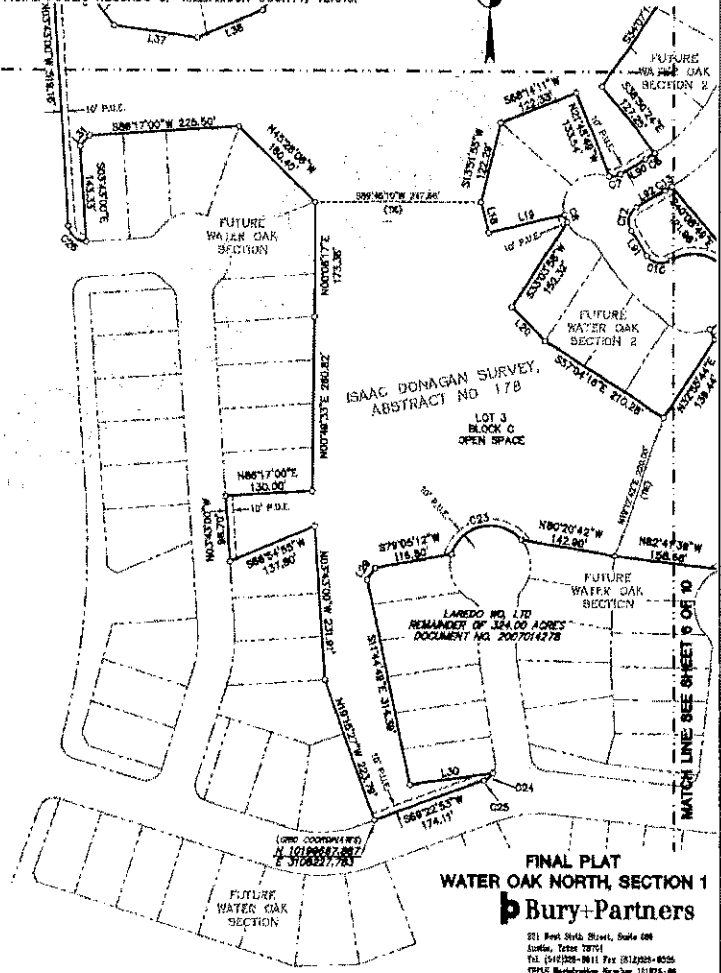
TIME "E"

FUTURE
WATER CAN
SECTION



CURVE TABLE						
NO.	SOLLA	RAJOUR	PARC LENGTH	CANAL LENGTH	ST. 3200	ST. 3200
(1)	(2)	(3)	(4)	(5)	(6)	(7)
101	23.37	25.60	32.72	32.25	45.85	45.85
102	23.37	25.60	32.72	32.25	45.85	45.85
103	23.37	25.60	32.72	32.25	45.85	45.85
104	23.37	25.60	32.72	32.25	45.85	45.85
105	23.37	25.60	32.72	32.25	45.85	45.85
106	23.37	25.60	32.72	32.25	45.85	45.85
107	23.37	25.60	32.72	32.25	45.85	45.85
108	23.37	25.60	32.72	32.25	45.85	45.85
109	23.37	25.60	32.72	32.25	45.85	45.85
110	23.37	25.60	32.72	32.25	45.85	45.85
111	23.37	25.60	32.72	32.25	45.85	45.85
112	23.37	25.60	32.72	32.25	45.85	45.85
113	23.37	25.60	32.72	32.25	45.85	45.85
114	23.37	25.60	32.72	32.25	45.85	45.85
115	23.37	25.60	32.72	32.25	45.85	45.85
116	23.37	25.60	32.72	32.25	45.85	45.85
117	23.37	25.60	32.72	32.25	45.85	45.85
118	23.37	25.60	32.72	32.25	45.85	45.85
119	23.37	25.60	32.72	32.25	45.85	45.85
120	23.37	25.60	32.72	32.25	45.85	45.85
121	23.37	25.60	32.72	32.25	45.85	45.85
122	23.37	25.60	32.72	32.25	45.85	45.85
123	23.37	25.60	32.72	32.25	45.85	45.85
124	23.37	25.60	32.72	32.25	45.85	45.85
125	23.37	25.60	32.72	32.25	45.85	45.85
126	23.37	25.60	32.72	32.25	45.85	45.85
127	23.37	25.60	32.72	32.25	45.85	45.85
128	23.37	25.60	32.72	32.25	45.85	45.85
129	23.37	25.60	32.72	32.25	45.85	45.85
130	23.37	25.60	32.72	32.25	45.85	45.85
131	23.37	25.60	32.72	32.25	45.85	45.85
132	23.37	25.60	32.72	32.25	45.85	45.85
133	23.37	25.60	32.72	32.25	45.85	45.85
134	23.37	25.60	32.72	32.25	45.85	45.85
135	23.37	25.60	32.72	32.25	45.85	45.85
136	23.37	25.60	32.72	32.25	45.85	45.85
137	23.37	25.60	32.72	32.25	45.85	45.85
138	23.37	25.60	32.72	32.25	45.85	45.85
139	23.37	25.60	32.72	32.25	45.85	45.85
140	23.37	25.60	32.72	32.25	45.85	45.85
141	23.37	25.60	32.72	32.25	45.85	45.85
142	23.37	25.60	32.72	32.25	45.85	45.85
143	23.37	25.60	32.72	32.25	45.85	45.85
144	23.37	25.60	32.72	32.25	45.85	45.85
145	23.37	25.60	32.72	32.25	45.85	45.85
146	23.37	25.60	32.72	32.25	45.85	45.85
147	23.37	25.60	32.72	32.25	45.85	45.85
148	23.37	25.60	32.72	32.25	45.85	45.85
149	23.37	25.60	32.72	32.25	45.85	45.85
150	23.37	25.60	32.72	32.25	45.85	45.85
151	23.37	25.60	32.72	32.25	45.85	45.85
152	23.37	25.60	32.72	32.25	45.85	45.85
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154	23.37	25.60	32.72	32.25	45.85	45.85

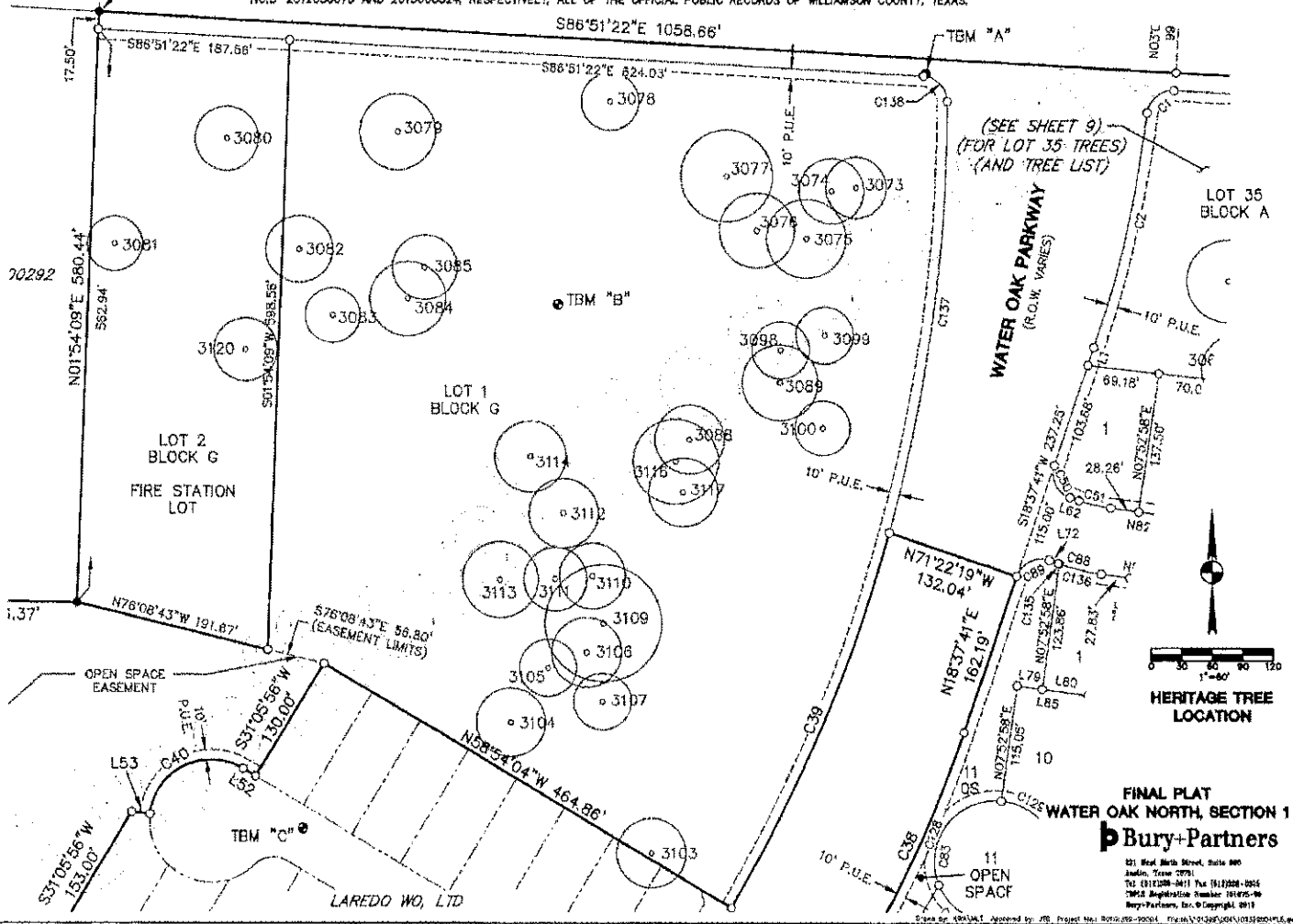
CURVE TABLE						
NO.	DATE	RANKS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	
100	10/20/72	26.00	9.54	19.49	111°17'27"	
101	10/20/72	26.00	9.54	19.49	111°17'27"	
102	11/16/74	64.00	13.48	26.49	123°13'41"	
103	11/16/74	28.00	12.84	26.49	123°13'41"	
104	11/16/74	28.00	12.84	26.49	123°13'41"	
105	11/16/74	28.00	12.84	26.49	123°13'41"	
106	11/16/74	28.00	12.84	26.49	123°13'41"	
107	11/16/74	28.00	12.84	26.49	123°13'41"	
108	11/16/74	28.00	12.84	26.49	123°13'41"	
109	11/16/74	28.00	12.84	26.49	123°13'41"	
110	11/16/74	28.00	12.84	26.49	123°13'41"	
111	11/16/74	28.00	12.84	26.49	123°13'41"	
112	11/16/74	28.00	12.84	26.49	123°13'41"	
113	11/16/74	28.00	12.84	26.49	123°13'41"	
114	11/16/74	28.00	12.84	26.49	123°13'41"	
115	11/16/74	28.00	12.84	26.49	123°13'41"	
116	11/16/74	28.00	12.84	26.49	123°13'41"	
117	11/16/74	28.00	12.84	26.49	123°13'41"	
118	11/16/74	28.00	12.84	26.49	123°13'41"	
119	11/16/74	28.00	12.84	26.49	123°13'41"	
120	11/16/74	28.00	12.84	26.49	123°13'41"	
121	11/16/74	28.00	12.84	26.49	123°13'41"	
122	11/16/74	28.00	12.84	26.49	123°13'41"	
123	11/16/74	28.00	12.84	26.49	123°13'41"	
124	11/16/74	28.00	12.84	26.49	123°13'41"	
125	11/16/74	28.00	12.84	26.49	123°13'41"	
126	11/16/74	28.00	12.84	26.49	123°13'41"	
127	11/16/74	28.00	12.84	26.49	123°13'41"	
128	11/16/74	28.00	12.84	26.49	123°13'41"	
129	11/16/74	28.00	12.84	26.49	123°13'41"	
130	11/16/74	28.00	12.84	26.49	123°13'41"	
131	11/16/74	28.00	12.84	26.49	123°13'41"	
132	11/16/74	28.00	12.84	26.49	123°13'41"	
133	11/16/74	28.00	12.84	26.49	123°13'41"	
134	11/16/74	28.00	12.84	26.49	123°13'41"	
135	11/16/74	28.00	12.84	26.49	123°13'41"	
136	11/16/74	28.00	12.84	26.49	123°13'41"	
137	11/16/74	28.00	12.84	26.49	123°13'41"	
138	11/16/74	28.00	12.84	26.49	123°13'41"	
139	11/16/74	28.00	12.84	26.49	123°13'41"	
140	11/16/74	28.00	12.84	26.49	123°13'41"	
141	11/16/74	28.00	12.84	26.49	123°13'41"	
142	11/16/74	28.00	12.84	26.49	123°13'41"	
143	11/16/74	28.00	12.84	26.49	123°13'41"	
144	11/16/74	28.00	12.84	26.49	123°13'41"	
145	11/16/74	28.00	12.84	26.49	123°13'41"	
146	11/16/74	28.00	12.84	26.49	123°13'41"	
147	11/16/74	28.00	12.84	26.49	123°13'41"	
148	11/16/74	28.00	12.84	26.49	123°13'41"	
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150	11/16/74	28.00	12.84	26.49	123°13'41"	
151	11/16/74	28.00	12.84	26.49	123°13'41"	
152	11/16/74	28.00	12.84	26.49	123°13'41"	
153	11/16/74	28.00	12.84	26.49	123°13'41"	
154	11/16/74	28.00	12.84	26.49	123°13'41"	
155	11/16/74	28.00	12.84	26.49	123°13'41"	
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158	11/16/74	28.00	12.84	26.49	123°13'41"	
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161	11/16/74	28.00	12.84	26.49	123°13'41"	
162	11/16/74	28.00	12.84	26.49	123°13'41"	
163	11/16/74	28.00	12.84	26.49	123°13'41"	
164	11/16/74	28.00	12.84	26.49	123°13'41"	
165	11/16/74	28.00	12.84	26.49	123°13'41"	
166	11/16/74	28.00	12.84	26.49	123°13'41"	
167	11/16/74	28.00	12.84	26.49	123°13'41"	
168	11/16/74	28.00	12.84	26.49	123°13'41"	
169	11/16/74	28.00	12.84	26.49	123°13'41"	
170	11/16/74	28.00	12.84	26.49	123°13'41"	
171	11/16/74	28.00	12.84	26.49	123°13'41"	
172	11/16/74	28.00	12.84	26.49	123°13'41"	
173	11/16/74	28.00	12.84	26.49	123°13'41"	
174	11/16/74	28.00	12.84	26.49	123°13'41"	
175	11/16/74	28.00	12.84	26.49	123°13'41"	
176	11/16/74	28.00	12.84	26.49	123°13'41"	
177	11/16/74	28.00	12.84	26.49	123°13'41"	
178	11/16/74	28.00	12.84	26.49	123°13'41"	
179	11/16/74	28.00	12.84	26.49	123°13'41"	
180	11/16/74	28.00	12.84	26.49	123°13'41"	
181	09/27/82	64.00	13.48	26.49	123°13'41"	
182	09/27/82	28.00	12.84	26.49	123°13'41"	
183	09/27/82	28.00	12.84	26.49	123°13'41"	
184	09/27/82	28.00	12.84	26.49	123°13'41"	
185	09/27/82	28.00	12.84	26.49	123°13'41"	
186	09/27/82	28.00	12.84	26.49	123°13'41"	
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190	09/27/82	28.00	12.84	26.49	123°13'41"	
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192	09/27/82	28.00	12.84	26.49	123°13'41"	
193	09/27/82	28.00	12.84	26.49	123°13'41"	
194	09/27/82	28.00	12.84	26.49	123°13'41"	
195	09/27/82	28.00	12.84	26.49	123°13'41"	
196	09/27/82	28.00	12.84	26.49	123°13'41"	
197	09/27/82	28.00	12.84	26.49	123°13'41"	
198	09/27/82	28.00	12.84	26.49	123°13'41"	
199	09/27/82	28.00	12.84	26.49	123°13'41"	
200	10/14/83	32.00	13.80	27.50	129°04'40"	
201	10/14/83	32.00	13.80	27.50	129°04'40"	
202	10/14/83	32.00	13.80	27.50	129°04'40"	
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207	10/14/83	32.00	13.80	27.50	129°04'40"	
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209	10/14/83	32.00	13.80	27.50	129°04'40"	
210	10/14/83	32.00	13.80	27.50	129°04'40"	
211	10/14/83	32.00	13.80	27.50	129°04'40"	
212	10/14/83	32.00	13.80	27.50	129°04'40"	
213	10/14/83	32.00	13.80	27.50	129°04'40"	
214	10/14/83	32.00	13.80	27.50	129°04'40"	
215	10/14/83	32.00	13.80	27.50	129°04'40"	
216	10/14/83	32.00	13.80	27.50	129°04'40"	
217	10/14/83	32.00	13.80	27.50	129°04'40"	
218	10/14/83	32.00	13.80	27.50	129°04'40"	
219	10/14/83	32.00	13.80	27.50	129°04'40"	
220	10/14/83	32.00	13.80	27.50	129°04'40"	
221	10/14/83	32.00	13.80	27.50	129°04'40"	
222	10/14/83	32.00	13.80	27.50	129°04'40"	
223	10/14/83	32.00	13.80	27.50	129°04'40"	
224	10/14/83	32.00	13.80	27.50	129°04'40"	
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226	10/14/83	32.00	13.80	27.50	129°04'40"	
227	10/14/83	32.00	13.80	27.50	129°04'40"	
228	10/14/83	32.00	13.80	27.50	129°04'40"	
229	10/14/83	32.00	13.80	27.50	129°04'40"	
230	10/14/83	32.00	13.80	27.50	129°04'40"	
231	10/14/83	32.00	13.80	27.50	129°04'40"	
232	10/14/83	32.00	13.80	27.50	129°04'40"	
233	10/14/83	32.00	13.80	27.50	129°04'40"	
234	10/14/83	32.00	13.80	27.50	129°04'40"	
235	10/14/83	32.00	13.80	27.50	129°04'40"	
236	10/14/83	32.00	13.80	27.50	129°04'40"	
237	10/14/83	32.00	13.80	27.50	129°04'40"	
238	10/14/83	32.00	13.80	27.50	129°04'40"	
239	10/14/83	32.00	13.80	27.50	129°04'40"	
240	10/14/83	32.00	13.80	27.50	129°04'40"	
241	10/14/83	32.00	13.80	27.50	129°04'40"	
242	10/14/83	32.00	13.80	27.50	129°04'40"	
243	10/14/83	32.00	13.80	27.50	129°04'40"	
244	10/14/83	32.00	13.80	27.50	129°04'40"	
245	10/14/83	32.00	13.80	27.50	129°04'40"	
246	10/14/83	32.00	13.80	27.50	129°04'40"	
247	10/14/83	32.00	13.80	27.50	129°04'40"	
248	10/14/83	32.00	13.80	27.50	129°04'40"	
249	10/14/83	32.00	13.80	27.50	129°04'40"	
250	10/14/83	32.00	13.80	27.50	129°04'40"	
251	10/14/83	32.00	13.80	27.50	129°04'40"	
252	10/14/83	32.00	13.80	27.50	129°04'40"	
253	10/14/83	32.00	13.80	27.50	129°04'40"	
254	10/14/83	32.00	13.80	27.50	129°04'40"	
255	10/14/83	32.00	13.80	27.50	129°04'40"	
256	10/14/83	32.00	13.80	27.50	129°04'40"	
257	10/14/83	32.00	13.80	27.50	129°04'40"	
258	10/14/83	32.00	13.80	27.50	129°04'40"	
259	10/14/83	32.00	13.80	27.50	129°04'40"	
260	10/14/83	32.00	13.80	27.50	129°04'40"	
261	10/14/83	32.00	13.80	27.50	129°04'40"	
262	10/14/83	32.00	13.80	27.50	129°04'40"	
263	10/14/83	32.00	13.80	27.50	129°04'40"	
264	10/14/83	32.00	13.80	27.50	129°04'40"	
265	10/14/83	32.00	13.80	27.50	129°04'40"	
266	10/14/83	32.00	13.80	27.50	129°04'40"	
267	10/14/83	32.00	13.80	27.50	129°04'40"	
268	10/14/83	32.00	13.80	27.50	129°04'40"	
269	10/14/83	32.00	13.80	27.50	129°04'40"	
270	10/14/83	32.00	13.80	27.50	129°04'40"	
271	10/14/83	32.00	13.80	27.50	129°04'40"	
272	10/14/83	32.00	13.80	27.50	129°04'40"	
273	10/14/83	32.00	13.80	27.50	129°04'40"	
274	10/14/83	32.00	13.80	27.50	129°04'40"	
275	10/14/83	32.00	13.80	27.50	129°04'40"	
276	10/14/83	32.00	13.80	27.50	129°04'40"	
277	10/14/83	32.00	13.80	27.50	129°04'40"	
278	10/14/83	32.00	13.80			



SHEET
7
OF 12

FINAL PLAT WATER OAK NORTH, SECTION 1

BEING 89.089 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24.071 ACRE TRACT AND THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS, LTD. IN DOCUMENT NO.'S 2012056678 AND 2013000524, RESPECTIVELY, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET
8
OF 12

FINAL PLAT
WATER OAK NORTH, SECTION 1
Bury+Partners

121 West Ninth Street, Suite 800
Austin, Texas 78701
Tel: (512) 208-0411 Fax: (512) 208-0415
TREC Registration Number: 161875-06
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BEING 89.069 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRE TRACT OF LAND CONVEYED TO LAREDO MO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278, ALSO BEING A PORTION OF THAT CERTAIN 24.071 ACRE TRACT AND THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABO WATER OAK PARTNERS, LTD. IN DOCUMENT NO.5' 2012056678 AND 2013000824, RESPECTIVELY, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

[illegible]**MOZILLA**

1. LOT 13, BLOCK "A", LOT 1, BLOCK "C" AND LOT 2, BLOCK "C" ARE CONFIGURED AND DESIGNED SO THAT THE LOT AREA DEVELOPABLES FOR THE INTENDED PURPOSE, WITHOUT REQUIRING REMOVAL OF THE HERITAGE TREES OR EXCEEDING THE PERCENTAGE OF ALLOWABLE DISTURBANCE WITHIN THE HERITAGE TREE CRITICAL ROOT ZONE.
2. HERITAGE TREES SHOWN HEREIN SHALL NOT BE REMOVED WITHOUT PRIOR CONSENT FROM THE CITY OF GEORGETOWN.

221 West 57th Street, Suite 800
Brooklyn, NY 11219
Tel. (212) 328-0011 Fax (212) 328-0325
TPIE Registration Number 161074-00
Miami, FL 33130

Drawn by N2151 Approved by JWH Project No. N0201599-10034 File # N01599034 N01599034-5 day

BEING 89.069 ACRES OF LAND OUT OF THE ISAAG DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 324.00 ACRES TRACT OF LAND CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2207045278, LSO, BEING A PORTION OF THAT CERTAIN 24.271 ACRES TRACT AND THAT CERTAIN 22.225 ACRES TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS, LTD. IN DOCUMENT NO. 2012056876 AND DOCUMENT NO. 2013006524 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

COUNTY OF WILLIAMSON KNOW ALL MEN BY THESE PRESENTS:

TO CERTIFY WHICH, WITNESS, BY MY HAND THIS 11 DAY OF March, 2013.

LAREDO NO. LTD.
A TEXAS LIMITED PARTNERSHIP

BY: ABO ENTERPRISES, LTD.,
A TEXAS LIMITED PARTNER,
ITS GENERAL PARTNER

NY: A BRADFORD GALE
MANAGING MEMBER?

BY A. THORNTON GALT
CHIEF EXECUTIVE DEENET

COUNTY OF BEXAR I KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED A BRADFORD CALO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS TRANSMITTED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL, OF OFFICE THIS 11 DAY OF March, 2013.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 9-24-2013

Department of Transportation
 401 Constitution Avenue, N.W.
 Washington, D.C. 20540

KNOW ALL MEN THESE PRESENTS:

1. KELLY J. WELL, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS NOT IN THE EARTHQUAKE ACCELERATION ZONE AND IS NOT ENCOMPASSED BY A ZONE A FLOOD AREA, AS DESIGNATED HEREIN, AND AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 4801002200 E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE SHOWN AND/OR PUBLIC RIGHTS OF WAY DEDICATED BY THIS PLAN.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 11 DAY OF MAY, 2013.

KERRY J. BELL, JR.
TEXAS REGISTRATION NO. 93706
BARRY + PARTNERS, INC.
211 WEST SIXTH STREET, SUITE 800
AUSTIN, TEXAS 78701

SHEET
12
OF 12

1. THIS DEVELOPMENT IS PLANNED UNDER THE REGULATIONS OF THE WATER OAK APPROVED AMENDED AND RE-STATEMENT DEVELOPMENT AGREEMENT AND IS IN CONFORMANCE WITH THE CODES AND STANDARDS REFERENCED WITHIN.

2. CURRENT UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CHESAPEAKE TOWN, SEIZ, WASTEWATER: CITY OF GEORGETOWN, AND ELECTRIC: FERRIERVILLE ELECTRIC COOPERATIVE, INC.
3. ALL STRUCTURES/CONSTRUCTIONS ARE PROHIBITED IN GRASSLAND EASEMENTS.
4. THERE ARE NO LOTS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOOD PLAZA AS DEFINED BY FIRM NUMBER 44462C2724, EFFECTIVE DATE OF SEPTEMBER 26, 2006.
5. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION, WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO THE CITY OF GEORGETOWN FLOODPLAIN ADMINISTRATION FOR APPROVAL AND APPROVING BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SEAB ELEVATION SHOULD BE 1.0 FOOT ABOVE THE 100-YEAR SURROUNDING GRASSLAND. THE GRASSLAND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 15 FEET.
7. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
8. THE BOUNDARIES OF THIS PLAT HAVE BEEN NOTATED TO THE NAD 83/11 HORIZ - TEXAS CENTRAL ZONE AND HAVE BEEN
9. IN ACCORDANCE WITH THE WATER DRAIN DEVELOPMENT AGREEMENT, THE NADIAN IMPROVED COVERAGE FOR THE FOLLOWING RESIDENTIAL LOTS IS 50%.

LOOK	LOVE
A	1, 5, 6, 23
B	4, 6, 7, 9, 12, 13, 14, 16, 17, 23
C	1

FOR ALL OTHER RESIDENTIAL LOTS, THE MAXIMUM IMPERVIOUS COVERAGE IS 50%

- [illegible]

NOTE: LOTS WITH UTILITY EASEMENTS ALONG THE SIDE LOT LINES HAVE 7.6 FOOT SIDE BUILDING SETBACK.

16. NO LOTS SHALL BE ADJACENT DRIVEWAY ACCESS TO WATER-ON-RAMPWAY. LOTS A1 AND B3 SHALL BE GRANTED DRIVEWAY ACCESS TO WINDING WAY DRIVE ONLY. LOTS B10 AND B12 SHALL BE GRANTED DRIVEWAY ACCESS TO CLEAR BROOK DRIVE ONLY.
17. PARKING AND BUS STOP LOCATIONS FOR THE DEVELOPMENT AGREEMENT AND IS NOT REQUIRED IN THIS SECTION.
18. ALL LOTS WITH 4' SETBACKS SHALL REQUIRE 1,000 GPM FLOW STORMS. REQUIRED FLOW PUMPS SHALL BE PROVIDED BY DEVELOPER THROUGHOUT ELUVATE STORMWATER, GROUND STORAGE AND PUMPS, ON OVERHEAD ELECTRICAL INFRASTRUCTURE, IF PRESSURES ARE UNSATISFACTORY WITH EXISTING OFFSITE INFRASTRUCTURE.
19. "OPEN SPACE" LOTS AND EXISTENTS SHOW HEREIN SHALL BE SUBJECT TO THE CODES AND STANDARDS IN THE WATER CDD APPROVED, AMENDED AND RESTATED DEVELOPMENT AGREEMENTS.
20. LOT 2 BLOCK "G" 20, TO BE RESERVED FOR USE BY THE CITY OF GREGGTON FIRE DEPARTMENT.
21. LOT 1 BLOCK "G" 20, AND LOT 58, BLOCK "A", WILL REQUIRE SITE PLAN APPROVAL FOR ANY FUTURE NON-RESIDENTIAL DEVELOPMENT, AS PER THE WATER CDD APPROVED, AMENDED AND RESTATED DEVELOPMENT AGREEMENTS.

KNOW ALL MEN THESE PRESENTS:

3. JOHN T. BILHOSKI, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUNDS OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBCOMMISSION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, I SET MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 8 DAY
OF 2013.

JOHN T. SIKOSKI, R.L.S.
TEXAS INDUSTRY AND
BURY + PARTNERS P.C.
211 WEST BROWN STREET, A
AUSTIN, TEXAS 78701



THE SUBDIVISION, KNOWN AS "TRIAL PLOT OF WARDER OAK NORTH, SECTION ONE", HAS BEEN APPROVED FOR FILING FOR RECORD ACCORDING TO THE MINUTES OF THE MEETING OF THE GEORGETOWN PLANNING AND ZONING COMMISSION ON THE 5TH DAY OF MARCH, 2013.

Richard Perna
RICHARD PERNA, CHAIR
NICHOLAS J. LOMBARDO, SECRETARY

I, ANDREW SPURON, DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF GEORGETOWN, DO HEREBY CERTIFY THIS PLAN IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS.

Andrew Spurgeon, Officiant

I, JOE ENGLAND, FLOODPLAIN COORDINATOR OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THIS
 PLAN IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2014-03-13
FLOOD PLAN COORDINATOR

PROPERTY OF WILLIAMSON

I, HARRY WISER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS WRITTEN AND ITS DECLARATION OF AUTHENTICATION WAS MADE FOR RECORD ON THE 10TH DAY OF APRIL, 2013, A.C. AT 11:15 O'CLOCK A.M. AND NOW RECORDED ON THE 10TH DAY OF APRIL, 2013, A.E. AT 11:15 O'CLOCK A.M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE, IN DOCUMENT NO. 267-0234.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN,
TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: WILLIAM W. HARRIS

FINAL PLAT
WATER OAK NORTH, SECTION 1

Bury+Partners

221 West 24th Street, Suite 204
Austin, Texas 78721
Tel. (512) 261-0411 Fax (512) 261-0525
TOLL Free/Outside Texas: 1-800-75-96
Berg+Partners, Inc. © Copyright 2013

Exam by NWA/3AT Approved by JTO Project No: 80101369-10054 Date: 10/30/2015 11:34 AM 00101369-10054

Commissioners Court - Regular Session**17.****Meeting Date:** 10/29/2019

Advertisement Approval RFP 2347 Debris Materials Monitoring

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, 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 Debris Materials Monitoring under RFP #2347.

Background

Williamson County is seeking proposals from qualified firms for Debris Materials Monitoring. In the event of an emergency or disaster, the successful firm will be responsible for monitoring the debris removal efforts of the County's contracted provider. Point of Contact is Michael Shoe. Funding is only provided in the case of a declared emergency and will be identified at that time. This expenditure is not budgeted for due to its nature as a pre-disaster contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/24/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/24/2019 10:56 AM
10/24/2019 11:04 AM
Started On: 10/24/2019 09:11 AM

Commissioners Court - Regular Session**18.****Meeting Date:** 10/29/2019

Vehicle Reimbursement Agreement for Grace Bible Church for County Sheriff

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

Information**Agenda Item**

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

Background

This agreement gives permission for Grace Bible Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsGrace Bible Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/23/2019

Reviewed By

Andrea Schiele

Date

10/23/2019 12:28 PM

Started On: 10/21/2019 04:27 PM

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the OCTOBER 29 2019 2019 and shall terminate on September 30, 2020. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: GRACE BIBLE CHURCH

Signature: 

Printed Name: TRAVIS E. Browning II

Title: SAFETY LEADER

Date: 10/8/19, 20 19

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 10-21-, 20 19

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**19.****Meeting Date:** 10/29/2019

Donation for Community Outreach Div from Breast Cancer Awareness Event

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

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a money donation to the Williamson County Sheriff's Office Community Outreach Division from the Divine Treasures Breast Cancer Awareness Event in the amount of \$165.00 pursuant to Tex. Loc. Gov't Code 81.032.

Background

On October 17, 2019, Williamson County Sheriff's Office Community Outreach Division participated in the Divine Treasures Breast Cancer Awareness Event at 719 S. Main Street in Georgetown with our Pink Tahoe. A check donation of \$100.00 from Ruth Norrell and a cash donation of \$65.00 was given to the Community Outreach Division in appreciation of our participation and support of breast cancer awareness.

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: Starla Hall

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 10:45 AM

Started On: 10/23/2019 12:32 PM

Commissioners Court - Regular Session**20.****Meeting Date:** 10/29/2019

Vehicle Reimbursement Agreement with Fellowship Church for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church (Traffic control and security during various church services in Round Rock).

Background

This is the annual renewal agreement that will give permission for Fellowship Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFellowship Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 10:49 AM

Started On: 10/24/2019 07:45 AM

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

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

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

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

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

4. The term of this AGREEMENT shall begin on the NOVEMBER 1, 2019 and shall terminate on September 30, 2020. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$12.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: THE FELLOWSHIP AT FOREST CREEK
Signature: Brian Cahak
Printed Name: BRIAN CAHAK
Title: SECRETARY OF ELDER BOARD
Date: OCTOBER 22, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff
Printed Name of Official: Robert Chody
Signature of Official: Robert Chody
Date: October 24, 2019
Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**21.****Meeting Date:** 10/29/2019

Motorola annual maintenance

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving FY 2020 Motorola Maintenance Service contracts USC000026317, USC000065474, USC00007033, USC000004587, USC000020867, USC000002959, in the amount of \$1,126,350.45 as per HGAC Contract #RA05-18 and authorizing execution of all related documents.

Background

These contract renewals are to provide the County's mission critical radio communications systems with 24/7 365 support and maintenance from Motorola. The DAS/BDA contracts are specifically for the in-building signal boosters installed in critical buildings throughout the County. Tower Maintenance is for the County's fixed infrastructure tower sites and the AVIAT contract supports the microwave radio equipment located at the tower sites. The Gold elite contracts supports the County's dispatch center and response vehicles technologies. Department Contact: Thomas Piche. Funding Sources: 01.0100.0507.004500; 01.0100.0587.004500; 01.0100.0581.004500.001.0100.0570.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAddendumAVIATTower MaintenanceJuniperJail DASWilco BDA without JailGold PackageCo-op Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/24/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

10/23/2019 04:21 PM

10/24/2019 10:02 AM

Started On: 10/18/2019 12:30 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS SERVICES CONTRACT
(2020 Maintenance Support and Related Contracts)
(HGAC #RA05-18)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

V.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA

reasonable advance notice of intended audits. In no circumstances will MOTOROLA be required to create or maintain documents not kept in the ordinary course of its business operations, nor will MOTOROLA be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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

IX.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

MOTOROLA:

Authorized Signature

Date: _____, 2019



Authorized Signature

Date: 10-17-, 2019



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number :
Contract Number: USC000004587
Contract Modifier:

Date: 04/12/2019

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 200 WILCO WAY

City, State, Zip: GEORGETOWN, TX, 78626

Customer Contact:

Phone:

Required P.O. : No

Customer # : 1035809592

Bill to Tag # : 0001

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$9,800.00
Subtotal - Recurring Services			\$9,800.00
Subtotal - One-Time Event Services			\$0.00
Total			\$9,800.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Reid Russek

CSM

10/3/2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Reid Russek

832-361-1002



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number :
Contract Number: USC000004587
Contract Modifier:

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000004587
Contract Modifier :
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number :
Contract Number: USC000004587
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number :
Contract Number: USC000004587
Contract Modifier:

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR**



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number :
Contract Number: USC000004587
Contract Modifier:

THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



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Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number :
Contract Number: USC000004587
Contract Modifier:

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-332696
Contract Number: USC000026317
Contract Modifier: R0219

Date: 02/19/2019

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 200 WILCO WAY

City, State, Zip: GEORGETOWN, TX, 78626

Customer Contact:

Phone:

Required P.O. : No

Customer # : 1035809592

Bill to Tag # : 0001

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : MONTHLY

PO # :

Qty	Service Name	Service Description	Extended Amt
1	LSV01S00518A	ASTRO ADV+	\$511,212.93
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00
	SVC02SVC0006C	MS - VENDOR MANAGEMENT	\$116,515.01
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$3,160.74
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$77,282.55
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$2,317.87
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$2,317.87
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$421.43
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$1,106.26
	SVC02SVC0004C	MS - NETWORK MANAGEMENT	\$36,917.42
		Subtotal - Recurring Services	\$62,604.34
		Subtotal - One-Time Event Services	\$0.00
		Total	\$62,604.34
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-332696
Contract Number: USC000026317
Contract Modifier: R0219

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

RSM

10/3/2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Thor

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000026317
Contract Modifier : R0219
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-385185
Contract Number: USC000007033
Contract Modifier: R0212

Date: 03/15/2019

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 200 WILCO WAY

City, State, Zip: GEORGETOWN , TX, 78626

Customer Contact:

Phone:

Required P.O. : No

Customer # : 1035809592

Bill to Tag # : 0001

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$38,634.56
		Subtotal - Recurring Services	\$3,219.55
		Subtotal - One-Time Event Services	\$0.00
		Total	\$3,219.55
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Reid Russek

CSM

10/3/2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number : QUOTE-385185
Contract Number: USC000007033
Contract Modifier: R0212

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000007033
Contract Modifier : R0212
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-385185
Contract Number: USC000007033
Contract Modifier: R0212

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

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5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

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Schaumburg, IL 60196

Quote Number : QUOTE-385185
Contract Number: USC000007033
Contract Modifier: R0212

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-385185
Contract Number: USC000007033
Contract Modifier: R0212

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-385185
Contract Number: USC000007033
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17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number :
Contract Number: USC000065474
Contract Modifier:

Date: 04/12/2019

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 200 WILCO WAY

City, State, Zip: GEORGETOWN , TX, 78626

Customer Contact:

Phone:

Required P.O. : No

Customer # : 1035809592

Bill to Tag # : 0083

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : MONTHLY

PO # :

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0028C	SP - FSO MAINTENANCE SERVICES	\$3,636.00
Subtotal - Recurring Services			\$3,636.00
Subtotal - One-Time Event Services			\$0.00
Total			\$3,636.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Reid Russek

CSM

10/3/2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Quote Number : QUOTE-377186
Contract Number: USC000065474
Contract Modifier: R0312

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000065474
Contract Modifier : R0312
Contract Start Date : 01-May-2019
Contract End Date : 30-Sep-2019



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377186
Contract Number: USC000065474
Contract Modifier: R0312

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377186
Contract Number: USC000065474
Contract Modifier: R0312

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR**



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377186
Contract Number: USC000065474
Contract Modifier: R0312

THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377186
Contract Number: USC000065474
Contract Modifier: R0312

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377226
Contract Number: USC000002959
Contract Modifier: RTEST

Date: 03/12/2019

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 200 WILCO WAY

City, State, Zip: GEORGETOWN, TX, 78626

Customer Contact:

Phone:

Required P.O. : No

Customer # : 1035809592

Bill to Tag # : 0001

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # : 169451

Qty	Service Name	Service Description	Extended Amt
1	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$400.04
	SVC01SVC2007C	SP-ONSITE INFRA RESP	\$2,677.44
		Subtotal - Recurring Services	\$256.46
		Subtotal - One-Time Event Services	\$0.00
		Total	\$256.46
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Reid Russek
MOTOROLA REPRESENTATIVE(SIGNATURE)

CSM
TITLE

10/3/2019
DATE



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377226
Contract Number: USC000002959
Contract Modifier: RTEST

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000002959
Contract Modifier : RTEST
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377226
Contract Number: USC000002959
Contract Modifier: RTEST

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-377226
Contract Number: USC000002959
Contract Modifier: RTEST

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY



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Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.



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17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-366248
Contract Number: USC000020867
Contract Modifier: R0221

Date: 03/07/2019

Company Name: WILLIAMSON COUNTY

Attn:

Billing Address: 200 WILCO WAY

City, State, Zip: GEORGETOWN, TX, 78626

Customer Contact:

Phone:

Required P.O. : Yes

Customer # : 1035809592

Bill to Tag # : 0042

Contract Start Date : 01-Oct-2019

Contract End Date : 30-Sep-2020

Anniversary Day : Sep 30th

Payment Cycle : MONTHLY

PO # : 169483

Qty	Service Name	Service Description	Extended Amt
1	SVC02SVC0127A	NICE GOLD PACKAGE	\$107,388.33
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$25,453.85
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$89,371.42
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$948.06
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$880.72
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$55,885.37
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$22,090.92
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$13,642.90
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$4,288.76
Subtotal - Recurring Services			\$319,950.33
Subtotal - One-Time Event Services			\$0.00
Total			\$319,950.33
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-366248
Contract Number: USC000020867
Contract Modifier: R0221

CUSTOMER (PRINT NAME)

RSM

10/3/2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Mark Thor

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC000020867
Contract Modifier : R0221
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis • Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H • GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.


ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.


DocuSigned by:

970050FB3ADC4F5...

Name Travis Boettcher

Title Vice President

Date 7/25/2018

H-GAC

DocuSigned by:

82EC270D5D81423...

Name Chuck Wemple

Title Executive Director

Date
7/24/2018

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

18-00196

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

EXCEPTION: This clause shall not be applicable to the sale of large communications systems (one

million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a General Aggregate limit of ,000,000.
Product liability insurance with a Single Occurrence limit of at least ,000,000.00, and a

General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price
NA	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
	<i>Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
NB	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
NC	Mobile Command Interoperable Communication Equipment & Services	
ND	Motorola Solutions Integration Services LMR	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	\$ 1,818.00
ND	System Engineering Daily Rate*	\$ 1,818.00
ND	System Technologist Daily Rate*	\$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	\$ 150.00
ND	Standard Shop Installation: Daily Rate*	\$ 1,200.00
ND	Mobile Radio Installation*	\$180-\$500
ND	Radio Programming*	\$55-\$125
ND	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	Motorola Solutions Integration Services Advanced Services	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consolting Services-Daily Rate*	\$1,694
ND	Security Project/Program Management-Daily Rate*	\$1,694
ND	Wireless Security Technician-Daily Rate*	\$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580

ND	Secutriy Trainer-Daily Rate*	\$1,328
ND	Application Security Code Reviewer-Daily Rate*	\$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	\$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
ND	Mobile Application Services Project Management-Daily Rate*	\$565
ND	Mobile Application Services System Engineer-Daily Rate*	\$565
ND	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Unified Communications Services Project Management-Daily Rate*	\$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	\$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Consulting Services Project Management-Daily Rate*	\$1,694
ND	Consulting Services System Engineer-Daily Rate*	\$1,694
ND	Consulting Services Solution Architech-Daily Rate*	\$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
ND	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT/MOL PRICEBOOK

020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List

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Commissioners Court - Regular Session**22.****Meeting Date:** 10/29/2019

ThyssenKrupp Elevator Maintenance

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Master Services Agreement with ThyssenKrupp in the not-to-exceed amount of \$11,082.00 for inspection services and \$67,619.04 for maintenance services as per TCPN/National IPA now OMNIA Contract #R150801, and authorizing execution of all associated documents.

Background

This Master Services Agreement covers all elevators in County buildings except the one located at the Animal Shelter which will be a separate agreement. Department Contact: Christi Stromberg. Funding Source: 01.0100.0509.004500 and approved in FY20 budget.

Fiscal Impact

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

AttachmentsMaster Services AgreementInspection proposalMaintenance Proposalpricing

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/24/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

10/23/2019 04:42 PM

10/24/2019 10:09 AM

Started On: 10/21/2019 04:09 PM

COUNTY OF WILLIAMSON §

**MASTER
SERVICES CONTRACT
FOR ELEVATOR INSPECTIONS
AND REPAIR/MAINTENANCE
SERVICES (FY20)
(ThyssenKrupp, TCNP/National IPA Contract #R150801)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ThyssenKrupp Elevator Corporation** (hereinafter “Service Provider”) located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect,

incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Fee Proposal, dated or received on or about October 22, 2018, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$11,082.00 (inspection services) and \$67,619.04 (maintenance services), unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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

VI.

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

1. **Statement of Work (Safety Tests During January 2020) and Fee Proposal(s), dated or received on or about October 8, 2019, which are incorporated herein as if copied in full; and**
2. **TCPN Maintenance Contract #R150801.**

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER PERSON PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000 \$1,000,000
	Aggregate policy limits:	\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND

THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

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

As described in the Statement of Work and Fee Proposal(s), dated or received on or about October 8, 2019, which are incorporated herein as if copied in full.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

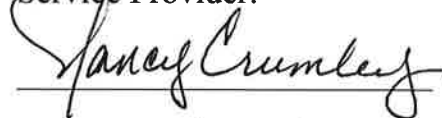
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

Date: _____, 20____

Service Provider:



Date: October 17, 2019

Exhibits (Quote/Proposals, Dated or received on or about October 8, 2019 for inspections and exhibit for maintenance during FY20)



thyssenkrupp

Work Order – Inspection Proposal

Date: October 8, 2019
 Attention: Jeff Hancock / Christi Stromberg
 Mailing: Williamson County Facilities
 Address: 3101 SE Inner Loop
 City: Georgetown, TX 78626-6317

Building: Williamson County
 Address: see attached list
 Contract #: US33672 (C201US)
 Serial #: 25 units: see attached list

Provide billing address if different from the mailing address above:

Rte#: 23

Purchaser authorizes thyssenkrupp Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Test for your elevators are due by **January 7, 2020**. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of thyssenkrupp-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspection and the additional services listed above will be **\$11,082.00**. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

thyssenkrupp Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a \$20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711. There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of thyssenkrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized thyssenkrupp Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of **50%** upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please **return one (1) signed copy** with your payment to the **Austin address** listed below.

Accepted: Please **execute completely** to ensure current contact information in our data base
WILLIAMSON COUNTY FACILITIES

By: _____
 (Signature of Authorized Individual)

 (Printed or Typed Name)

Title: _____ Date: _____

Contact Person: _____


Telephone No: _____ Ext: _____

Send report(s) to this

Email Address: _____

Building Access Issues?: _____

THYSSENKRUPP ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: 
 (thyssenkrupp Elevator Representative)
 Krissy Rhoades, QEI Coordinator
 (512) 486-1010, fax: (866) 768-9304
krissy.reeder@thyssenkrupp.com

Date: October 8, 2019

thyssenkrupp Approval: _____

Title: Sales Manager Date: _____

Terms and conditions.

thyssenkrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless thyssenkrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against thyssenkrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract;

regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that thyssenkrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by thyssenkrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name thyssenkrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by thyssenkrupp Elevator shall become the exclusive property of thyssenkrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or thyssenkrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of thyssenkrupp Elevator under this agreement shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

National IPA Maintenance Agreement – Contract #R150801

for the Protection of Vertical Transportation Equipment



- A. THIS AGREEMENT (hereinafter “Agreement”) made and entered into on this 4th day of October, 2019 by and between Williamson County Facilities, having an address of 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter referred to as “Purchaser”), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as “Contractor”). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser’s vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered “Accepted” if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the “equipment”) on the terms and conditions set forth in this Agreement (the “Services”). The term “Property” hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser’s equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate

as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:
 - a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
 - b) Agree to mutual objectives and timescales;
 - c) Assess the overall performance of this Agreement by each party;
 - d) Review business implications, targets and risks;
 - e) Review whether this Agreement is being conducted in the spirit it was intended; and
 - f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of One (1) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive One (1) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial One (1) year period, or ninety (90) days before the end of any subsequent One (1) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the National IPA Contract may exceed the term of the National IPA Agreement. The terms and conditions of the National IPA Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the National IPA members request provided they are in accordance with local laws and regulations.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum Premier" within the Exhibit "A", for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the

existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability	\$1,000,000 each accident \$1,000,000 policy limit-disease \$1,000,000 disease-each employee
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General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	\$2,000,000 each occurrence – BI & PD \$2,000,000 general aggregate \$2,000,000 personal injury & adv. Injury
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Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBILITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance

of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

ThyssenKrupp Elevator Corporation
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: International Account Contract Administrator
FILL IN FAX NUMBER

This Agreement has been prepared in duplicate, of which each party has received a copy.

Certified Proposal Number:

ACCEPTED:

PURCHASING COMPANY NAME

THYSSENKRUPP ELEVATOR CORP.

BY: _____
Signature of Authorized Individual

BY: Andre K. Miller II

TITLE: _____

TITLE: Branch Account Representative

DATE: _____

DATE: 10/04/2019

THYSSENKRUPP CORP. APPROVAL:

BY:  _____

TITLE: National Accounts Executive

DATE: 10/21/19

Exhibit "A"
Property list/Location
Contract Type and Price

Location Name: William County Facilities

Location Address: 3101 SE Inner Loop

Entity Code:

Unit Count: 26

Unit Type: Hydraulic Elevators – Multiple OEM's

Contract Type: Platinum

Contract Price for National IPA: \$5,634.92

Billing Frequency : Quarterly

Williamson County Elevator Maintenance
Fiscal 2020

Building Name	Unit Location	City	Postal Code	Unit Serial Number	Contract Number	Monthly Contract Amount w/o Tax	Billing Frequency
355 TEXAS AVE BUILDING	355 TEXAS AVE	ROUND ROCK	78664-2565	US333766	US33672	\$206.81	Annually
WMSN CO GARAGE	305 W 4TH ST	GEORGETOWN	78626-5619	US90325	US33672	\$217.16	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90104	US33672	\$195.93	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90105	US33672	\$195.93	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90106	US33672	\$195.93	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90107	US33672	\$195.93	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90108	US33672	\$195.94	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90384	US33672	\$225.21	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90385	US33672	\$225.21	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90386	US33672	\$225.21	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90387	US33672	\$225.22	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90388	US33672	\$205.90	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90389	US33672	\$205.91	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90390	US33672	\$205.90	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90521	US33672	\$192.79	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90099	US33672	\$205.91	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90100	US33672	\$205.91	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90101	US33672	\$205.91	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90102	US33672	\$205.91	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90103	US33672	\$205.91	Annually
WMSN CO MUSEUM	716 S AUSTIN AVE	GEORGETOWN	78626-5709	US90326	US33672	\$193.03	Annually
WMSN CO PR 2-CP	350 DISCOVERY BLVD	CEDAR PARK	78613-2260	US89519	US33672	\$193.13	Annually
WMSN CO TAYLOR ANN	412 VANCE ST	TAYLOR	76574-3506	US89521	US33672	\$217.16	Annually
WMSN COUNTY COURTHOUSE	710 S MAIN ST	GEORGETOWN	78626-5703	US313004	US33672	\$217.16	Annually
WMSN CO ANNEX	151 WILCO WAY	GEORGETOWN	78626	US442274	US33673	\$225.00	Annually
WMSN CO ANNEX	151 WILCO WAY	GEORGETOWN	7626	US442275	US33674	\$225.00	Annually
NORTH CAMPUS FACILITIES	3189 SE INNER LOOP	GEORGETOWN	78626-6388	US361585	US167786	\$219.91	Annually
						Monthly	\$5,634.92
						Annually	\$67,619.04

**WILLIAMSON COUNTY
ELEVATOR EQUIPMENT
SAFETY TESTS DUE DURING THE MONTH OF JANUARY 2020**

CONTRACT #: US33672 (C201US)

<u>JOB NAME AND ADDRESS</u>	<u>ELEV #</u>		<u>SERIAL #</u>	<u>US #</u>	<u>ELBI</u>	<u>DECAL #</u>	<u>CAPACITY</u>	<u>SPEED</u>	<u>PRICE</u>
JUSTICE CENTER - SOUTH	1	DOVER OIL	EA3608	US90099	2654	013824	2500	125	\$404
405 MARTIN LUTHER KING	2	DOVER OIL	EA3609	US90100		013823	2500	125	\$404
GEORGETOWN 78626	3	DOVER OIL	EA3610	US90101		013822	2100	100	\$404
	4	DOVER OIL	EA3611	US90102		043117	2100	100	\$404
	5	DOVER OIL	EA3612	US90103		013821	2100	100	\$404
JUSTICE CENTER - NORTH	6	TKE OIL	ER2073	US90388	18599	057609	5000	150	\$404
405 MARTIN LUTHER KING	7	TKE OIL	ER2075	US90390		057608	3500	125	\$404
GEORGETOWN 78626	8	TKE OIL	EV4307	US90521		057754	3500	125	\$404
	9	TKE OIL	ER2074	US90389		057607	3500	125	\$404
WILLIAMSON COUNTY JAIL	1	DOVER OIL	EA3613	US90104	2525	013814	3500	125	\$404
508 S ROCK ST	2	DOVER OIL	EA3614	US90105		013813	4000	125	\$404
GEORGETOWN 78626	3	DOVER OIL	EA3615	US90106		013820	4000	125	\$404
	4	DOVER OIL	EA3616	US90107		013819	2500	125	\$404
	5	DOVER OIL	EA3617	US90108		013818	4500	125	\$404
JAIL EXPANSION	6	TKE OIL	EP1623	US90384	2525	055628	4500	150	\$404
508 S ROCK ST	7	TKE OIL	EP1624	US90385		055649	2500	200	\$404
GEORGETOWN 78626	8	TKE OIL	EP1625	US90386		055650	4500	200	\$404
out of srvc per inspctn 1/22/07	9**	TKE OIL	N/A						
	10	TKE OIL	EP1626	US90387		055651	2500	200	\$404
GARAGE	1G	TKE OIL	EP1627	US90325	16963	051476	3500	150	\$404
305 W 4TH ST									
GEORGETOWN 78626									
PRECINCT 2, CEDAR PARK ANNEX	1	DOVER OIL	EH3580	US89519	12088	035115	2100	100	\$404
350 DISCOVERY BLVD									
CEDAR PARK 78613									
TAYLOR ANNEX	1	DOVER OIL	EK0318	US89521	14247	043985	2500	95	\$578
412 VANCE ST									
TAYLOR 76574									
HISTORY MUSEUM	1	TKE OIL	EP7846	US90326	17244	055617	2000	100	\$404
716 S AUSTIN AVE									
GEORGETOWN 78626									
355 TEXAS	1	OTIS OIL	465076	US333766	16725	044548	2500	100	\$404
355 TEXAS AVE									
ROUND ROCK 78664									
COURTHOUSE	1	SCHINDLER OIL	C643401	US313004	30170	065369	2100	150	\$404
710 S MAIN ST									
GEORGETOWN 78626									
NORTH CAMPUS FACILITIES	1	TKE OIL	EDR043	US361585	41988	097372	4000	110	\$404
3189 SE INNER LOOP									
GEORGETOWN 78626									
GEORGETOWN ANNEX	1	TKE OIL	EDZ472	US442274	42623	93139	3500	150	\$404
3189 SE INNER LOOP	2	TKE OIL	EDZ473	US442275	42623	93140	3500	150	\$404
GEORGETOWN 78626									

TOTAL \$11,082

27 OILDRAULIC

Commissioners Court - Regular Session**23.****Meeting Date:** 10/29/2019

Bartlett Tree Trimming Master Service Agreement

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Master Service Agreement with Bartlett Tree Experts for Tree Trimming Services, in the not-to-exceed amount of \$25,000.00, per Choice Partners Contract #15/23JN-03.

Background

This Master Service Agreement is for tree trimming services to include soil care and fertilization, pest management, tree and shrub work, lightning protection, tree risk assessment and root invigoration. Department Contact: Christi Stromberg. Funding Source: 01.0100-0509-004810. Approved in FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Master Service Agreement
proposal
T's and C's

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 10/24/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/24/2019 08:58 AM
10/24/2019 10:29 AM
Started On: 10/22/2019 08:59 AM

§ 2

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

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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

- A. As described in the attached Quotation (with vendor terms and conditions), dated October 3, 2020, which is incorporated herein as if copied in full;
- B. Choice Partners Coop #15/023JN-03; and
- C. Any required insurance certificates evidencing required coverages.

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

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND

LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE ~~SOLE, COMPARATIVE~~ OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS. ME

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED ~~IN WHOLE OR~~ IN PART BY A PARTY INDEMNIFIED HEREUNDER. ME

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by

order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2019

SERVICE PROVIDER:



Authorized Signature

Matthew Farin, Vice President

Printed Name

Date: October 21, 2019

Attachment:

Quotation (with vendor terms and conditions), dated October 3, 2020, which is incorporated herein as if copied in full.



Client: 8104966

Printed on: 10/23/2019

Created on:

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Bartlett Tree Experts
Matthew Tobola - Representative
2403 Howard Lane
Austin, TX 78728
Business: 512-310-7545
Fax Number: 512-310-8074
E-Mail Address: mtobola@bartlett.com

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Choice Partners contract number 15/023JN-03

This proposal has a not to exceed value of \$25,000.00. The amount of man hours are not yet known due to the different services that may be requested.

: Soil Care and Fertilization

Boost Liquid Treatment

Apply Boost Texas 25-5-10-12S to the following plant and location to help promote growth and vitality.

- various trees located at the various properties

Provide 1 treatment at 240.00 per treatment.

Estimated Treatment Date: 10/3/2019.

Arborist Notes:

- This is a price per man hour. It will include all equipment and materials to complete the job.

Amount: \$240.00

: Pest Management

Leaf Spot Treatment

Perform a foliage treatment to the following plant to help suppress leaf spot fungi.

- various trees located at the various properties

Provide 1 treatment at 225.00 per treatment.

Estimated Treatment Date: 10/3/2019.

Arborist Notes:

- This is a price per man hour. It will include all equipment and materials to complete the job.

This will include treating for insects and disease as needed.

Amount: \$225.00

: Tree and Shrub Work

Natural Pruning

Species
various trees

Location
various properties

Goals:

- any pruning that would be necessary

Specifications:

- Reduce and/or remove as needed dead, live, declining, broken, diseased, infested, rubbing, interfering, over-extended, large aspect branches, as needed to complete clearance, weight reduction, safety concerns and removals
- Remove all debris

Arborist Notes:

- This is a price per man hour for pruning, removals and stump grinding.
The Day rate would be \$2280.00 for a three man crew plus all the equipment to complete the job.

Amount: \$95.00

Lightning Protection

Install lightning protection system on various trees located at the various properties to minimize the risk of damage from a future lightning strike. Lightning Protection Systems require periodic maintenance inspections. Please contact your Bartlett Arborist to schedule the inspection each year. A lightning protection system consists of a copper conductor that runs from an air terminal(s) (receptor) installed in the upper crown of the tree to a ground rod that is installed in the soil outside the critical root area. Lightning protection systems provide a path to the ground for the electrical current in a manner that minimizes the potential for tree damage and damage to trees and structures near the protected tree.

Arborist Notes:

- This is a price per man hour for the labor.
- Materials will be added to the price.

THis covers lightning protection in threes and support cables/brace rods.

Cable - \$3.33/ft

Dead End Spice - \$5.52 each, two needed per cable

I-Bolt, 8" - \$2.85 each, two needed per cable

Copper Cable - \$.64/ft

Nail Fasteners - \$1.98 each

Ground Rod - \$8.40 eacj

Ground Rod Clamp - \$9.42 each

Amount: \$120.00

Tree Risk Assessment

Perform a Level 2, Basic Assessment to the following tree:

- various trees located at the various properties

A written report with results and recommendations will be provided following the assessment. The assessment will utilize the process described in the International Society of Arboriculture Best Management Practices for Tree Risk Assessment.

Arborist Notes:

- This item is a price per man hour to preform either a level 2 or 3 tree risk assessment. If a level 3 (advanced) assessment is needed there will also be a \$300.00 charge to bring in equipment such as sonic tomography equipment.

There may be additional expenses contingent on the findings of the level one (1) assessment and the expenses related to additional services.

Amount: \$120.00

: Root Invigoration

Root Invigoration

Root Invigoration™: Cultivate the soil beneath the crown of various trees located at the various properties using an Air-Spade to improve soil health and promote root development and function. Approximately 1 sq foot of surface area will be cultivated to a depth of 6-8 inches. Note: The cultivated soil should be irrigated regularly following treatment to keep the soil moist if adequate rainfall does not occur.

- Organic matter from degraded mulch will be incorporated into the soil during cultivation.
- Mulch will be applied to an approximate depth of 1-4 inches to the treated area following cultivation.
- Biochar will be added to the soil during cultivation.
- Compost will be added to the soil during cultivation.

Arborist Notes:

Client: 8104966

Printed on: 10/23/2019

Created on:

- This is a man hour rate for root invigoration or soil reconditioning.
The price is \$145.00/hr plus materials.

Material cost:

Compost - \$20.80/yard

Mulch - \$2.04/2 cubic foot bag

Amount: \$145.00

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)



(Bartlett Representative - Matthew Tobola)

(Date)

10/23/2019

(Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.

All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOL.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

TERMS AND CONDITIONS

The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

Bartlett Tree Experts is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation insurances in each country of operation.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Bartlett Tree Experts shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon completion of the job and receipt of invoice. In the event the scope of work changes, Bartlett Tree Experts will be paid for all the items on the contract that have been completed. Any additional work performed requested by the Client will be billed on a time and materials basis. A service charge of 1½% per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney's fees and court costs.

Client warrants that all trees and vegetation upon which work is to be performed are owned by the Client, or that authorization for the work has been obtained from the rightful property owner. The Client shall be responsible for compensating Bartlett Tree Experts for any and all damages collected against Bartlett Tree Experts by any third party demonstrating actual ownership of the trees and vegetation upon which the work is to be performed, regarding damage to or removal of trees or vegetation which the Client represents as their own.

Client shall provide free access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Bartlett Tree Experts shall not be expected to keep gates closed for animals or children.

Bartlett Tree Experts assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of Bartlett Tree Experts.

Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the front of this Agreement. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise on the front of this Agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this Agreement.

Bartlett Tree Experts is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Both the Client and Bartlett Tree Experts agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other available legal remedy.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection systems, must be inspected annually, or after any major weather event, by a qualified arborist, to ensure the system's condition, position and/or grounding integrity. It is the responsibility of the Client to make sure that each system is inspected and maintained by a qualified arborist.

Bartlett Tree Experts will be responsible for the proper application of any plant health care material or formulation it uses that is commonly used in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.

Commissioners Court - Regular Session**24.****Meeting Date:** 10/29/2019

Awarding RFCSP 1906-327 River Ranch County Park Interpretive Center

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

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding RFCSP #1906-327 River Ranch County Park - Interpretive Center to the overall best respondent Ritter, Botkin Prime Construction Company, Inc., funded by P465.

Background

Purchasing solicited proposals for construction of the Interpretive Center at River Ranch County Park. 33,404 vendors were notified of the solicitation, of which 114 vendors viewed the solicitation documents and 3 vendors submitted a proposal. An evaluation of the proposals received was conducted by an evaluation committee and it was determined that Prime Construction submitted the overall best value proposal. Total contract amount will be \$1,428,109.03. Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Evaluation](#)[Contract](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/24/2019

Reviewed By

Randy Barker
Andrea Schiele

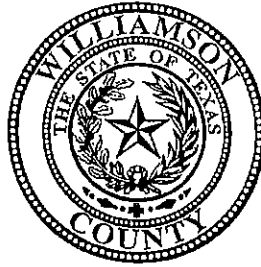
Date

10/23/2019 05:03 PM
10/24/2019 10:40 AM
Started On: 10/23/2019 07:42 AM

EVALUATION - River Ranch County Park - Interpretive Center
RFCSP # 1906-327

Evaluation Criteria	Maximum Score Points	Prime Construction	STR Constructors	Falkenburg Construction				
Proposed Personnel	20	16	15	18				
Experience & Reputation	30	24	24	24				
Office Location <i>10 Points for Office Location in Williamson County or Adjacent County, 5 Points for Office Location Outside of the Acceptable Radius, 1 Point for Office Location Outside of Texas</i>	10	10	10	5				
Price <i>40 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount / Respondent No. X's Price Proposal Amount)</i>	40	40	28	27				
TOTAL	100	90	77	74	0	0	0	0

[illegible]



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

The Owner: Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and Contractor Ritter, Botkin Prime Construction Company, Inc.
20907 Martin Ln.
Pflugerville, TX 78660

for the Project: River Ranch County Park Interpretive Center

Architect: Design Workshop
800 Brazos Street, Suite 490
Austin, TX 78701

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Ritter, Botkin Prime Construction Company, Inc. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the River Ranch County Park Interpretive Center (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within Three Hundred and Four (304) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within Thirty (30) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$1,428,109.03**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$71,406.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day (\$500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

Brian Ritter
20907 Martin Ln.
Pflugerville, TX 78660

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Bob Lubecker
Facilities Project Manager
Phone (512) 943-1625

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Brian Ritter
20907 Martin Ln.
Pflugerville, TX 78660

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contract Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY
Williamson County, Texas,

Ritter, Botkin Prime Construction
Company, Inc.

By: _____

By:  _____

Printed Name: _____

Printed Name: Brian Ritter

Title: _____

Title: President

Date: _____, 20____

Date: 10-10, 2018

EXHIBIT 1

Minimum Insurance Coverages and Minimum Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage		Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
3.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
	Aggregate policy limits:	\$2,000,000
4.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000

Property damage	\$1,000,000	\$1,000,000
-----------------	-------------	-------------

Aggregate policy limits	No aggregate limit
-------------------------	--------------------

5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.
- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

Commissioners Court - Regular Session**25.****Meeting Date:** 10/29/2019

Parks & Rec. Purchase of Kubota Equipment

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment from Ewald Kubota, INC in the amount of \$88,970.97 pursuant to BuyBoard Contract #s 515-16/529-17.

Background

This is for the purchase of Heavy Equipment for Parks and Recreation for one (1) Rugged Terrain Vehicle RTV-X900WL-H for \$14,237.07, one (1) Rugged Terrain Vehicle RTV-X1140WL-H for \$15,943.17, one (1) Tractor L2501HST for \$18,005.70, and one (1) Tractor M5-091HD-1 for \$40,785.03 for a total of \$88,970.97. Keith Geer is the point of contact for this transaction. This expenditure will be charged to 01.0100.3101.005003. Funding was approved in the FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsQuote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/24/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

10/23/2019 04:54 PM

10/24/2019 10:36 AM

Started On: 10/22/2019 10:16 AM



CE - #515-16, GM - #529-17

RTV-X900WL-H WEB QUOTE #1456448

Date: 9/11/2019 2:21:59 PM

-- Customer Information --

Geer, Keith

Williamson County Parks & Rec

kgeer@wilco.org

512-364-8336

Quote Provided By

EWALD KUBOTA, INC.

Justin DeSpain

2650 N AUSTIN AVE

GEORGETOWN, TX 78626

email: justin.d@ewaldkubota.com

phone: 5128688686

-- Standard Features --

-- Custom Options --



Kubota

V Series

RTV-X900WL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D902

3 Cyl. 54.8 cu in

+21.6 Gross Eng HP

60 Amp Alternator

TRANSMISSION

VHT-X

Variable Hydro Transmission

Forward Speeds:

Low 0 - 15 mph

High 0 - 25 mph

Reverse 0 - 17 mph

Limited-slip Front Differential

Rear differential lock

HYDRAULICS

Hydrostatic Power Steering

with manual tilt-feature

Hydraulic Cargo Dump

Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal

Cooling 6.4 qts

Engine Oil 3.3 qts

Transmission Oil 1.8 gal

Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in

Length 40.5 in

Depth 11.2 in

Load Capacity 1102 lbs

Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Digital Multi-meter

Front Independent Adjustable

Suspension

Rear Independent Adjustable

Suspension

Brakes - Front/Rear Wet Disc

Rear Brake Lights / Front

Headlights

2" Hitch Receiver, Front and Rear

Deluxe 60/40 split bench seats

with driver's side seat adjustment

Underseat Storage Compartments

Lockable Glove Box

Front Guard (radiator guard and

bumper)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS

Dash-mounted Parking Brake

Horn

Spark Arrestor Muffler

Retractable 2-point Seat Belts

Rear Protective Sreen

DIMENSIONS

Width 63.2 in

Height 79.5 in

Length 120.3 in

Wheelbase 80.5 in

Tow Capacity 1300 lbs

Ground Clearance 10.4 in

Suspension Travel 8 in

Turning Radius 13.1 ft

Factory Spray-on Bedliner

"L" Models Only

Bright Alloy Wheels (Silver-

Painted)

"S" Models Only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X900WL-H Base Price: \$15,549.00

(1) WINDSHIELD ACRYLIC CLEAR \$415.00

77700-V5027-WINDSHIELD ACRYLIC CLEAR

(1) CANOPY - PLASTIC (BLACK) \$341.00

77700-VC5011-CANOPY - PLASTIC (BLACK)

(1) TURN SIG/HAZARD LGT KIT/X900,X1120D \$289.00

K7591-99610-TURN SIG/HAZARD LGT KIT/X900,X1120D

Configured Price: \$16,594.00

BUY BOARD Discount: (\$3,650.68)

SUBTOTAL: \$12,943.32

Dealer Assembly: \$233.75

Freight Cost: \$660.00

PDI: \$400.00

Total Unit Price: \$14,237.07

Quantity Ordered: 1

Final Sales Price: \$14,237.07

**Purchase Order Must Reflect
the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation

Attn: National Accounts

1000 Kubota Drive

Grapevine, TX 76051

or email NA.Support@kubota.com

or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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3107-005003



CE - #515-16, GM - #529-17

RTV-X1140WL-H WEB QUOTE #1456446

Date: 9/11/2019 2:18:54 PM

-- Customer Information --

Geer, Keith

Williamson County Parks & Rec

kgeer@wilco.org

512-364-8336

Quote Provided By
EWALD KUBOTA, INC.

Justin DeSpain

2650 N AUSTIN AVE

GEORGETOWN, TX 78626

email: justin.d@ewaldkubota.com

phone: 5128688686

BERRY UTV

-- Standard Features --

-- Custom Options --



V Series

RTV-X1140WL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105

3 Cyl. 68.5 cu in

+24.8 Gross Eng HP

60 Amp Alternator

TRANSMISSION

VHT-X

Variable Hydro Transmission

Forward Speeds:

Low 0 - 15mph

High 0 - 25 mph

Reverse 0 - 17mph

Limited-slip Front Differential

Rear differential lock

HYDRAULICS

Hydrostatic Power Steering

with manual tilt-feature

Hydraulic Cargo Dump

Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal

Cooling 8.6qts

Engine Oil 4.3 qts

Transmission Oil 1.8 gal

Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

KEY FEATURES

Digital Multi-meter

Speedometer

Front Independent Adjustable

Suspension

Rear Independent Adjustable

Suspension

Brakes - Front/Rear Wet Disc

Rear Brake Lights / Front

Headlights

2" Hitch Receiver, Front and Rear

Deluxe 60/40 split bench front

seats

with driver's side seat adjustment

Rear Bench Seat

Underfrontseat Storage

Compartments

Lockable Glove Box

Front Guard (radiator guard and

bumper)

Factory Spray-on Bedliner - "L"

Models Only

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS

Hom

Dash-mounted Parking Brake

Spark Arrestor Muffler

Retractable 2-point Seat Belts

Rear Protection Screen

DIMENSIONS

Width 63.2 in

Height 79.7 in

Length 142.1 in

Wheelbase 98.2 in

Tow Capacity 1300 lbs

Ground Clearance F/R 11.2in /

9.4in

Suspension Travel 8.0 in

Turning Radius 17.1 ft

+ Manufacturer Estimate

TIRES AND WHEELS

HDWS: Front/Rear 25 x 10 - 12, 6 ply

RTV-X1140WL-H Base Price: \$17,549.00

(1) WINDSHIELD ACRYLIC CLEAR \$415.00

77700-V5027-WINDSHIELD ACRYLIC CLEAR

(1) PLASTIC CANOPY \$586.00

77700-VC5043-PLASTIC CANOPY

(1) TURN SIG/HAZARD LGT KIT/X900,X1120D \$289.00

K7591-99510-TURN SIG/HAZARD LGT KIT/X900,X1120D

Configured Price: \$18,839.00

BUY BOARD Discount: (\$4,144.58)

SUBTOTAL: \$14,694.42

Dealer Assembly: \$233.75

Freight Cost: \$615.00

PDI: \$400.00

Total Unit Price: \$15,943.17

Quantity Ordered: 1

Final Sales Price: \$15,943.17

**Purchase Order Must Reflect
the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation

Attn: National Accounts

1000 Kubota Drive

Grapevine, TX 76051

or email NA.Support@kubota.com

or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

-3101-005003

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CE - #515-16, GM - #529-17

L2501HST WEB QUOTE #1456468

Date: 9/11/2019 2:42:45 PM

-- Customer Information --

Geer, Keith

Williamson County Parks & Rec

kgeer@wilco.org

512-364-8336

Quote Provided By
EWALD KUBOTA, INC.

Justin DeSpain

2650 N AUSTIN AVE

GEORGETOWN, TX 78626

email: justin.d@ewaldkubota.com

phone: 5128688686

BERRY TRACTOR

-- Standard Features --

-- Custom Options --



L Series

L2501HST

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Mdoel # D1703-M-DI-E4-LB1

Direct Injection

Mechanical Throttle

3 Cyl. 100.47 cu. in.

+ 24.8 Gross Eng. HP

+ 23.9 Net Eng. HP

+ 19.0 PTO HP/HST

@ 2200 Eng. rpm

12V - 490 CCA Battery

Charging Output 40 Amps

DASH INSTRUMENTS

Tachometer

Fuel Gauge

Temperature Gauge

Hour Meter

FLUID CAPACITY

Fuel Tank 10.0 gal.

Cooling System 6.3 qts.

Crankcase 6.0 qts.

Transmission and 6.2 gal.

Hydraulics

Front Axle 4.8 qts.

HYDRAULICS

Open Center - Gear Type

Tandem Pump

5.2 gpm Remote/3 Pt. Hitch

3.1 gpm for Power Steering

8.3 Total gpm

Cat I 3-point Hitch

At lift Point 1918 lb.

24" Behind 1389 lb.

DIMENSIONS

Overall Height w/ROPS 91.7"

Overall Length w/3pt 114.8" 4wd

Wheel Base 63.3"

Crop Clearance 13.6"

FRONT AXLE

Integral Power Steering

Bevel Gear, 4WD

Cast Iron

Tread Spacing, Nonadjustable

POWER TAKE OFF

Live Continuous Running with

Over-running Clutch

540 Rear PTO - 1 Speed

Speed - 540 @ 2106 Eng. Rpm/HST

SAE Std 1 3/8" Six Spline

SAFETY EQUIPMENT

Foldable ROPS w/ Retractable Seat

Belt

PTO Shield

Safety Start Switches

Turn Signals / Hazard Lights

Mechanical Wet Disc Brakes

Parking Brakes

SMV Sign

Electric Key Shut-off

Operator Presence Control System

DRIVE TRAIN

Hydrostatic Drive

3 Speed L-M-H

Multiple Wet Disc Brakes

Clutch - Dry Type Single

Stage

Differential Lock

Rear Axle - Spur Gear

+ Manufacturer Estimate

OPERATOR STATION

Color Coded Controls

Wide Platform Steps

High Back Seat with Adjustable

Suspension

Tool Box

Cup Holder

Left Hand Fender Grip

SELECTED TIRES

ALR8866D & ALR9494 AG TIRES

FRONT - 7.2-16 R1 Goodyear Power Torque

REAR - 11.2-24 R1 Titan Hi Power Lug 2.94" offset

L2501HST Base Price: \$16,644.00

(1) 66" QUICK ATTACH SQUARE BACK BUCKET \$626.00

L2256-66" QUICK ATTACH SQUARE BACK BUCKET

(1) HEAVY DUTY FRONT LOADER W/2-LEVER \$4,334.00

STYLE COUPLER

LA525-HEAVY DUTY FRONT LOADER W/2-LEVER STYLE COUPLER

Configured Price: \$21,604.00

BUY BOARD Discount: (\$4,752.88)

SUBTOTAL: \$16,851.12

Dealer Assembly: \$304.58

Freight Cost: \$600.00

PDI: \$250.00

Total Unit Price: \$18,005.70

Quantity Ordered: 1

Final Sales Price: \$18,005.70

Purchase Order Must Reflect
the Final Sales Price

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation

Attn: National Accounts

1000 Kubota Drive

Grapevine, TX 76051

or email NA.Support@kubota.com

or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

3101-005003

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CE - #515-16, GM - #529-17

M5-091HD-1 WEB QUOTE #1456474

Date: 9/11/2019 2:50:18 PM

- Customer Information -

Geer, Keith

Williamson County Parks & Rec

kgeer@wilco.org

512-364-8336

Quote Provided By
EWALD KUBOTA, INC.

Justin DeSpain

2650 N AUSTIN AVE

GEORGETOWN, TX 78626

email: justin.d@ewaldkubota.com

phone: 5128688686

EXPD TRACTOR

- Standard Features -

- Custom Options -



M Series

M5-091HD-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
3.8L (230 cu. in.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 92.5
Engine Net HP: 85.5
Max. PTO HP: 76
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS:
2400 rpm
Cab: 2600 rpm
Power Steering: 5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES

(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights

TRANSMISSION

8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS

LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II

4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V - 30-Amp 2 Wire Coupler
12V - 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Hom

SAFETY EQUIPMENT

Flip-Up PTO Shield
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

M5-091HD-1 Base Price: \$48,614.00

(1) 3RD POSITION LEVER KIT \$151.00
M9113-3RD POSITION LEVER KIT

(7) FRONT SUITCASE WEIGHT \$700.00
M8079-FRONT SUITCASE WEIGHT

(1) FRONT WEIGHT BRACKET \$212.00
M1875A-FRONT WEIGHT BRACKET

(1) BOLT BAR KIT FOR FRONT WEIGHTS \$62.00
M8074A-BOLT BAR KIT FOR FRONT WEIGHTS

(1) HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE \$687.00
M7605-HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE

Configured Price: \$50,426.00

BUY BOARD Discount: (\$11,093.72)

SUBTOTAL: \$39,332.28

Factory Assembly: \$250.00

Dealer Assembly: \$182.75

Freight Cost: \$770.00

PDI: \$250.00

Total Unit Price: \$40,785.03

Quantity Ordered: 1

Final Sales Price: \$40,785.03

**Purchase Order Must Reflect
the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

3106-005003

2 Rear Halogen Worklights

SELECTED TIRES

AMR8556B & AMR8530B AG TIRES

FRONT - 12.4-24 R1W Goodyear OptiTrac

REAR - 18.4-30 R1W Goodyear OptiTrac

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.20

Commissioners Court - Regular Session**26.****Meeting Date:** 10/29/2019

Caterpillar Paving Compactors Motorgrader and Tire Loader

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of three (3) Caterpillar CC34B Paving Compactor Rollers at a total of \$185,682.00, one (1) Caterpillar 120 Motor Grader in the amount of \$239,811.00 and one (1) Caterpillar 926M Rubber Tire Loader in the amount of \$159,907.00 as per Sourcewell Contract #032119-CAT.

Background

This equipment is being purchased by the Road and Bridge Department. Department Contact is Ron Roberts.
Funding Source: 01.0200.0210.005711, approved in the FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Paving Compactor Roller Quote 1](#)[Paving Compactor Roller Quote 2](#)[Paving Compactor Roller Quote 3](#)[Motor Grader Quote](#)[Rubber Tire Loader Quote](#)

Form Review**Inbox**

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/24/2019

Reviewed By

Kerstin Hancock

Randy Barker

Andrea Schiele

Date

10/23/2019 10:33 AM

10/23/2019 04:19 PM

10/24/2019 09:58 AM

Started On: 10/17/2019 09:32 AM



245530-01

September 27, 2019

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Dear Mr. Roberts,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: CC34B Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK039991

YEAR: 2019

Thank you for your interest in Holt CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeffrey Kell
Machine Sales Representative
Holt CAT
Jeffrey.Kell@holtcat.com
512.917.3277

One (1) New Caterpillar Inc. Model: CC34B Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

CC34B UTILITY COMPACTOR	367-6630	\$70,290.00
LANE 3 ORDER	0P-9003	\$0.00
ENGINE, TIER 4F, STAGE 4	367-6580	\$0.00
OIL, HYDR, FACTORY FILLED	367-6636	\$0.00
LIGHTING PACKAGE, STANDARD	432-6053	\$0.00
BELT, SEAT, 2" SUSPENSION	376-7962	\$0.00
SUPPORT, SLIDING FOR SEAT	364-2279	\$760.00
ROPS, FOLDABLE	367-6629	\$1,885.00
PRODUCT LINK, CELLULAR PL641	454-5454	\$0.00
INSTRUCTIONS, NORTH AMERICAN	364-2281	\$0.00
MATS, COCOA	458-1471	\$575.00
PRODUCT LINK INSTALLATION	463-3787	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
SEAT, WITH SAFETY SWITCH	364-2277	\$565.00
TRAVEL CONTROL,DUAL LEVER	367-6538	\$870.00
SWITCH, BATTERY DISCONNECT	364-2297	\$114.00
SYSTEM, ANTIFREEZE PREPARATION	364-2408	\$117.00
ROLL ON-ROLL OFF	0G-0044	\$0.00

Total List Price **\$75,176.00**

Total List Price	\$75,176.00
Sourcewell Discount 19%	(\$14,283.00)
Holt Inventory Reduction Discount	(\$7,839.00)
CC34B sub total	\$53,054.00

Machine Prep	\$1,300.00
Delivery	\$370.00
Warranty 60 mo or 4,000 hours PT, HYD, TECH	\$4,470.00
Field Service 9 months no Charge	\$1,200.00
Service, Maintenance, and Parts Manuals	\$1,500.00

SALE PRICE	\$61,894.00
EXT WARRANTY	Included
TOTAL PRICE	\$61,894.00
SUB TOTAL	\$61,894.00
TOTAL PURCHASE PRICE	\$61,894.00

WARRANTY & COVERAGE

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: CC34-60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Williamson County

Sourcewell Contract # 032119-Cat



245530-01

September 27, 2019

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

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STOCK NUMBER: HLK039991

YEAR: 2019

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Sincerely,

Jeffrey Kell
Machine Sales Representative
Holt CAT
Jeffrey.Kell@holtcat.com
512.917.3277

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EXT WARRANTY	Included
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SUB TOTAL	\$61,894.00
TOTAL PURCHASE PRICE	\$61,894.00

WARRANTY & COVERAGE

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: CC34-60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Williamson County

Sourcewell Contract # 032119-Cat



245530-01

September 27, 2019

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Dear Mr. Roberts,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: CC34B Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK039991

YEAR: 2019

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Sincerely,

Jeffrey Kell
Machine Sales Representative
Holt CAT
Jeffrey.Kell@holtcat.com
512.917.3277

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SUPPORT, SLIDING FOR SEAT	364-2279	\$760.00
ROPS, FOLDABLE	367-6629	\$1,885.00
PRODUCT LINK, CELLULAR PL641	454-5454	\$0.00
INSTRUCTIONS, NORTH AMERICAN	364-2281	\$0.00
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SWITCH, BATTERY DISCONNECT	364-2297	\$114.00
SYSTEM, ANTIFREEZE PREPARATION	364-2408	\$117.00
ROLL ON-ROLL OFF	0G-0044	\$0.00

Total List Price **\$75,176.00**

Total List Price	\$75,176.00
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Delivery	\$370.00
Warranty 60 mo or 4,000 hours PT, HYD, TECH	\$4,470.00
Field Service 9 months no Charge	\$1,200.00
Service, Maintenance, and Parts Manuals	\$1,500.00

SALE PRICE	\$61,894.00
EXT WARRANTY	Included
TOTAL PRICE	\$61,894.00
SUB TOTAL	\$61,894.00
TOTAL PURCHASE PRICE	\$61,894.00

WARRANTY & COVERAGE

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: CC34-60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:

Williamson County

Sourcewell Contract # 032119-Cat



244385-01

October 15, 2019

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Attention: Ron Roberts

Dear Ron Roberts,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 120M2 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK041253

YEAR: 2020

Thank you for your interest in Holt CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeffrey Kell
Machine Sales Representative
Holt CAT
Jeffrey.Kell@holtcat.com
512.917.3277

MACHINE SPECIFICATIONS

120 14A MOTOR GRADER	467-7423	\$297,260.00
LANE 3 ORDER	0P-9003	\$0.00
GLOBAL ARRANGEMENT, JOY	561-6489	\$0.00
MOLDBOARD, 14' BASIC	320-7431	\$2,265.00
WEATHER, STANDARD TND	467-7404	\$0.00
ACCUMULATORS, JOY	462-6539	\$4,605.00
ENGINE, STAGE IV AM-N	549-6535	\$0.00
DRAWBAR,TOP ADJUST,HYDTIP,JOY	462-6536	\$0.00
DRAIN, HIGH SPEED, ENGINE OIL	505-7041	\$286.00
LIGHTS, ARM, FOLD DOWN	563-2430	\$1,875.00
JUMP START RECEPTACLE	506-4261	\$71.00
ALTERNATOR, 150 AMP	438-5769	\$560.00
CAB, ROPS, PLUS, JOY, TND	466-1363	\$27,030.00
SEAT, BASE, SUSPENSION, JOY	506-2611	\$2,040.00
SEAT BELT	513-0286	(\$204.00)
COMFORT PACKAGE, PREMIUM, JOY	466-1360	\$2,855.00
JOYSTICK CONTROLS, ADVANCED	466-1316	\$2,030.00
TIRES, 17.5R25 BS VKT * D2A MP	252-0775	\$13,450.00
REAR PANEL W/O ACCESS DOOR	518-1195	\$0.00
ANTIFREEZE WINDSHIELD WASHER	0P-1939	\$0.00
FUEL ANTIFREEZE, -25C (-13F)	0P-3978	\$0.00
LANGUAGE, ENGLISH	462-6595	\$0.00
PRODUCT LINK, CELLULAR PLE641	471-5509	\$0.00
LOW BAR, HALOGEN, JOY, TND	564-5009	\$640.00
LIGHTS, WORKING, PLUS,HAL,JOY	468-7617	\$1,035.00
LIGHTS, CAB HALOGEN, JOY	466-1301	\$510.00
CAMERA, REAR VISION, JOY	467-7439	\$2,535.00
KIT, CIRCLE SAVER	565-9664	\$238.00
MIRRORS, EXTERNAL, BASE, JOY	466-1323	\$495.00
WIPER, REAR, JOY	501-7972	\$357.00
GUARD, BOTTOM	453-4972	\$3,400.00
PUSH PLATE, COUNTERWEIGHT	336-1559	\$4,010.00
DECALS, ENGLISH (U.S)	462-6655	\$0.00
STARTING AID	422-6605	\$495.00
GUARD, COVER CAB, JOY	462-9053	\$459.00
GLOVE BOX, CAB	435-5797	\$0.00
STARTER, STANDARD DUTY	462-6512	\$0.00
ROLL ON-ROLL OFF	0P-2265	\$304.00
MMS-V TYPE W/BOLSTER BRACKET	468-2228	\$16,290.00
BASE + 1 (MMS) JOY	462-6516	\$1,410.00
WARNING LIGHT, MOUNTING, JOY	466-1307	\$725.00
NO GRADE CONTROL TECHNOLOGY	543-0221	\$0.00
HITCH, TOWING	416-6892	\$540.00

Total List Price**\$397,566.00**

Total List Price	\$397,566.00
Sourcewell Discount 34%	(\$135,172.00)
120 Sub Total	\$262,394.00

Holt Inventory Reduction discount	(\$35,253.00)
--	----------------------

Machine Prep	\$1,500.00
Delivery	\$650.00
Warranty 60 mo or 5,000 hrs. PT, HYD, TECH	\$8,020.00
Field Service 9 months no charge	\$1,000.00
Service, Maintenance, and Parts Manuals	\$1,500.00

SALE PRICE	\$239,811.00
EXT WARRANTY	Included
TOTAL PRICE	\$239,811.00
SUB TOTAL	\$239,811.00
TOTAL SOURCEWELL PURCHASE PRICE	\$239,811.00

WARRANTY & COVERAGE

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Williamson COUNTY

Sourcewell Contract # 032119-CAT

THE NEXT GENERATION OF MOTOR GRADERS

CAT® 120



**Total Machine
OPTIONS**

- Steering wheel levers or joystick control options
- Standard to Premium Plus Cab options
- Factory integrated and scalable technology options
- All-Wheel Drive option

PRECISION AND COMFORT WITH CONTROL OPTIONS
Cat Motor Graders designed for your needs.

UP TO 15% More Fuel Efficient

- Increased fuel economy
- Balanced weight and power with the C7.1 Engine
- Optimized power in all gears

Cab designed for MAXIMUM COMFORT

- New adjustable seat with heated/cooled option
- Touchscreen display screen with Cat GRADE technology
- Automatic climate control option
- Improved rear visibility

UP TO 15% Lower Maintenance Cost

- Extended maintenance intervals
- Next generation filtration system
- Consistently achieved accuracy with top adjust drawbar option

GCI Global Construction & Infrastructure

CATERPILLAR CONFIDENTIAL YELLOW





244380-01

September 10, 2019

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Attention: Ron Roberts

Dear Ron Roberts,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 926M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK039955

YEAR: 2019

Thank you for your interest in Holt CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeffrey Kell
Machine Sales Representative
Holt CAT
Jeffrey.Kell@holtcat.com
512.917.3277

One (1) New Caterpillar Inc. Model: 926M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

926M WHEEL LOADER	536-5300	\$179,530.00
PREP PACK, UNITED STATES	430-2943	\$0.00
HYDRAULICS, 2V, CPLR READY, SL	536-5322	\$545.00
STEERING, STANDARD	430-2996	\$0.00
DIFFERENTIAL, OPEN REAR	333-6528	\$0.00
ENVIRONMENT, STANDARD	536-5320	\$0.00
WEATHER, STANDARD	454-0609	\$0.00
ENGINE AR	430-3038	\$0.00
CAB, DELUXE	536-5309	\$3,035.00
CAMERA, REAR VIEW	377-5635	\$1,075.00
SEAT, DELUXE	563-5967	\$1,075.00
RADIO READY, BLUETOOTH,MIC,AUX	378-0951	\$545.00
TIRES, 20.5R25 TI MXL * L3	376-0827	\$10,300.00
FENDERS, STANDARD	366-8148	\$0.00
TOOLBOX AUX, NONE	519-8081	\$0.00
COUNTERWEIGHT, HEAVY	348-2579	\$0.00
CUTTING EDGE, BOLT ON(4 PIECE)	8E-4566	\$789.00
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491	\$0.00
LIGHTS, STD HALOGEN	488-1112	\$0.00
HYDRAULICS, STANDARD	536-5282	\$0.00
LIGHTS, ROADING, HALOGEN, RH	541-3066	\$0.00
JUMPER LINES, NONE	536-5339	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
LINES, AUX 3RD, NONE	536-5329	\$0.00
PRODUCT LINK, CELLULAR PL641	565-0908	\$0.00
LANE 2 ORDER	0P-9002	\$0.00
BUCKET, GP, 3.0YD3, PO	345-2822	\$8,376.00
Total List Price		\$205,270.00

Total List Price	\$205,270.00
Sourcewell Discount 24%	(\$49,265.00)
926M Sub Total	\$156,005.00
 Holt Inventory Reduction discount	 (\$3,458.00)
 Machine Prep	 \$1,200.00
Delivery	\$450.00
Warranty 60 mo or 5,000 hr PT, HYD, TECH	\$3,210.00
Field Service 9 months no charge	\$1,000.00
Service, Maintenance, and Parts Manuals	\$1,500.00

SALE PRICE	\$159,907.00
EXT WARRANTY	Included
TOTAL PRICE	\$159,907.00
SUB TOTAL	\$159,907.00
TOTAL SOURCEWELL PURCHASE PRICE	\$159,907.00

WARRANTY & COVERAGE

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

F.O.B/TERMS:
Williamson County

Sourcewell Contract #032119-CAT

Commissioners Court - Regular Session**27.****Meeting Date:** 10/29/2019

Purchase of various vehicles for R&B

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of one (1) 2020 CTS BDT40 Belly Dump Truck in the amount of \$34,558.00, one (1) Etnyre/Freightliner Centennial Distributor in the amount of \$201,474.30, one (1) 2020 Freightliner M2-106 chassis in the amount of \$110,370.00, and two (2) 2020 Freightliner M2-112 chassis in the total amount of \$257,912.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #516-16.

Background

These vehicles are being purchased for the Road and Bridge Department. Department contact: Ron Roberts.
Funding Source: 01.0200.0210.005700

Fiscal Impact

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

Form Review**Inbox**

Purchasing (Originator)

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/24/2019

Reviewed By

Kerstin Hancock

Kerstin Hancock

Randy Barker

Andrea Schiele

Date

10/23/2019 10:34 AM

10/23/2019 10:34 AM

10/23/2019 04:38 PM

10/24/2019 10:04 AM

Started On: 10/18/2019 04:09 PM

			TOTAL	34,558.00
PAYOFF TO:			Trade Allowance	
ADDRESS:			Trading Difference	
			Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax		
QUOTED BY:			License Fee	
SHOW LEIN TO:		Body Type:	Documentary Fee	
ADDRESS:		License Wt.:	Federal Excise Tax	
		State Insp.:	TOTAL SALE PRICE	
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade	
DRAFT FOR \$		Title:	Ext. Service Agreement	
DRAFT THRU:		Transfer:	Less Deposit	
ADDRESS:			Total Balance Due	34,558.00



17474 Judson Road
Phone (210) 657-5151

San Antonio, TX 78247
Fax (210) 657-5871

Williamson County Fleet Operations
Mr. Ron Roberts, Road & Bridge Operations
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

September 16, 2019
Ron, Direct: 512.943.3352
Ron, Fax: 512.943.3335
Ron, Cell: 512.663.1139
Rroberts@wilco.org

FY 2020 BUYBOARD QUOTATION

For: Williamson County Road & Bridge Department

RE: TASB / BuyBoard Contract # 515-16, December 1, 2016

2019 Etnyre Manufacturer's List Price Sheet C-101-20, effective September 1, 2019

2020 Etnyre Centennial Distributor Body, 2,000 Gallon Tank	\$ 105,100.00
2 in. Dial Thermometer	\$ Std.
Power Wash Down System	\$ 600.00
Variable Spray Bar w/1 ft. Hydraulic Folding Wing, ea side [18 Ft. Total]	\$ 17,000.00
Power Bar Latch w/ Variable Bar System, Cab & Rear Controls	\$ Included
Install Standard Nozzles [P/N 3352205]	\$ Included
Series 90 H. D. Hydraulic Pump, [4.57 CID]	\$ 2,700.00
PTO off Trans, includes PTO	\$ 700.00
Two LPG Burners	\$ 10.00
Texas Railroad Commission Specs. For LPG System	\$ 900.00
Wet Storage Box w/drain plug & hinged lid	\$ 300.00
Bar circulate override switch for suckback tube	\$ 150.00
Tank Isolation Switch - On / Off	\$ 150.00
Total List Price, 2020 Etnyre Cent. Distributor Body, per above specs	\$ 127,610.00
Less: 7 % Contract Discount	- 8,932.30
2019 BuyBoard Contract Sale Amount for Etnyre Distributor Body ..	\$ 118,677.30
Factory Freight, PDI, Delivery, Training	\$ 6,550.00
Contract Sale Amount, Etnyre Distributor Body as specified above .	\$ 125,227.30
2020 Freightliner M2 Truck-Chassis w/Auto Trans- Two Spd Axle ..	\$ 73,964.00
Total Contract Sale Amount Etnyre Oil Distributor & Truck	\$ 199,191.30

Delivery - Etnyre Oil Distributor Body on Truck: Approximately 45 Days, ART
[ART(After Receipt / Truck) Truck shipped from Frtlr. Factory to Etnyre Factory]
Etnyre Distributor Std. Body Warranty: One Year - Parts & Labor
Freightliner Truck Std. Warranty: Two Year "Bumper to Bumper", Unlimited Miles
Optional Warranty: Truck Engine - 5Yr / 200,000 miles **\$ 1,700.00**
Allison Trans - 5Yr / Unlimited miles **\$ 583.00**

[Per TMV Law, Body to be Sold, Titled & Licensed by a Authorized Franchise Motor Vehicle Dealer]
Purchase Order to be Issued to: Freightliner of Austin; 1701 Smith Rd.; Austin, TX 78721
Attn: Tom Standard, tstandard@ftl1.com, Cell 512 468 7270

Respectfully Submitted,  Rick Chapman, District Manager



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2683
Wats: 1-800-395-2005

Invoice Number

Date: 09-19-2019

PURCHASING NAME

Williamson County

TELEPHONE

512-943-3368

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-106	Order Units	

MILEAGE:

Tx Buy Board 521-16

2020 Freightliner M2-106 chassis per specs
to include Niece 2000 gal water tank w options
Revised 9-17-19

107,887.00

Extended engine and trans warranties

2,483.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
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MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

PAYOFF TO:		TOTAL	110,370.00
ADDRESS:		Trade Allowance	
		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	110,370.00

			TOTAL	257,912.00
PAYOFF TO:			Trade Allowance	
ADDRESS:			Trading Difference	
			Sales Tax	
GOOD UNTIL:			Vehicle Inventory Tax	
QUOTED BY:			License Fee	
SHOW LEIN TO:		Body Type:	Documentary Fee	
ADDRESS:		License Wt.:	Federal Excise Tax	
		State Insp.:	TOTAL SALE PRICE	
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade	
DRAFT FOR \$		Title:	Ext. Service Agreement	
DRAFT THRU:		Transfer:	Less Deposit	
ADDRESS:			Total Balance Due	257,912.00

Commissioners Court - Regular Session**28.****Meeting Date:** 10/29/2019

Freightliner for Road and Bridge

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Freightliner 114SD Chassis Truck w/Wirtgen SW20 MC binding agent spreader body in the amount of \$304,377.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #516-16.

Background

This vehicle is being purchased for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005711 and approved in the FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFOA Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/24/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

10/23/2019 04:48 PM

10/24/2019 10:31 AM

Started On: 10/22/2019 10:01 AM



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-15-2019

PURCHASING NAME

Williamson County

TELEPHONE

512-943-3368

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2021	Freightliner	114SD	Order Units	
MILEAGE:				
Tx Buy Board 521-16				
2021 Freightliner 114SD chassis base				83,649.00
Options include, engine 470hp, trans 11spd low,low vocational , 20K Front axle, 46K rear axle including suspension and driveline, steerable, liftable pusher axle				34,549.00
double frame, diff locks, etc				
Wirtgen SW20 MC per quote				182,639.00
Extended engine and trans warranty				3,540.00
Disclaimer of Warranties				
Any warranties on the products sold hereby are those made by the factory. The Seller , <i>Freightliner of Austin</i> , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and <i>Freightliner of Austin</i> , neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE Tom Standard (512) 468-7270				

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:			TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE	
MILEAGE:			TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE	
				TOTAL	304,377.00
PAYOFF TO:				Trade Allowance	
ADDRESS:				Trading Difference	
				Sales Tax	
GOOD UNTIL:			Vehicle Inventory Tax		
QUOTED BY:				License Fee	
SHOW LEIN TO:			Body Type:	Documentary Fee	
ADDRESS:			License Wt.:	Federal Excise Tax	
			State Insp.:	TOTAL SALE PRICE	
DATED:		LIEN AMOUNT \$	License:	Payoff on Trade	
DRAFT FOR \$			Title:	Ext. Service Agreement	
DRAFT THRU:			Transfer:	Less Deposit	
ADDRESS:				Total Balance Due	304,377.00

Commissioners Court - Regular Session**29.****Meeting Date:** 10/29/2019

R&B Florence Yard Fence/Gate Access

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Perimeter Fence Co. for fencing, gate and keypad at the Florence Road and Bridge Yard in the amount of \$27,722.50, funded by P471, and authorizing execution of the agreement.

Background

This service agreement is to install a 6 ft Chain Link Fence, Manual Roll Gate and add a Lift Master Solar Operator Keypad and free exit loop to the Florence Road and Bridge Yard. Three quotes have been obtained for this service. Department point of contact is Bob Lubecker.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[contract](#)[Quote](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/24/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

10/24/2019 10:52 AM

10/24/2019 10:57 AM

Started On: 10/22/2019 11:20 AM

COUNTY OF WILLIAMSON §

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Perimeter Fence Co., LLC (hereinafter "Service Provider")**, 13706 Research Blvd., Ste. 202, Austin, TX 78750 (ph. 512-914-9016). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

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

As described in the attached Statement of Work/Proposal, dated October 2, 2019, which is designated Exhibit "A" and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written

amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$27,722.50.**

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

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage

Limits of Liability

- a. Worker's Compensation Statutory
- b. Employer's Liability
 - Bodily Injury by Accident \$500,000 Ea. Accident
 - Bodily Injury by Disease \$500,000 Ea. Employee
 - Bodily Injury by Disease \$500,000 Policy Limit
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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

- A. As described in the attached Statement of Work/Proposal, dated October 2, 2019, which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

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

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

Exhibit(s)
Statement of Work/Proposal dated October 2, 2019

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

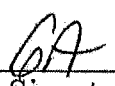
WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2019

SERVICE PROVIDER:



Authorized Signature

GENE ARRICK

Printed Name

Date: OCTOBER 11, 2019



Serving Central Texas
512.914.9016

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Attn: Bob
512.943.1625

10 / 2 / 19

This is a proposal for the labor and materials required to provide our construction services to complete the following:

FLORENCE ROAD & BRIDGE YARD

6' Chain Link Fence.....\$19,932.50
Approx. 938 Lin ft. of 6' 9GA 2" KT Chain Link Fence w/ 3 Strands of Barbed Wire— Installed per
Wilco Layout Plan
4" Gate Posts, 3" Terminal Posts, 2 ½" Line Posts, 1 5/8" Top Rail—All Galvanized SCH 40 Pipe
7 GA Tension Wire @ Bottom
Truss & Brace Corners & Gates—Standard Commercial Spec
Removal & Disposal of Existing Fence & Posts—Concrete Included
Posts Set Approx. 10' -Terminals& Gate—12" x 36" Line Post—9" x 30"

1—25' Manual Roll Gate.....\$2,495.00
Gate Posts 4"

GRAND TOTAL.....\$22,427.50

****Add LiftMaster Solar Operator & Keypad & Free Exit Loop.....\$5,295.00**
LiftMaster RSL 12U Residential / Light Commercial Slide Gate Operator

TERMS OF AGREEMENT

By signing and dating the following contract the principles agree that Perimeter Fence Co., LLC is to collect a deposit of half (½) of contract price down with the understanding that the remaining half (½) will be due and payable upon completion of project. Perimeter Fence Co., LLC representative and client will discuss and agree upon method, amount and timing of payment draws on large scale projects that or any project that is estimated to require more than seven (7) working days to complete. Perimeter Fence Co., LLC will not be responsible for damage to any (undisclosed) underground utility lines or conduits. Property stakes placement is the sole responsibility of the property and or his representative. Perimeter Fence Co., LLC retains the right of control and ownership of all fencing materials until fencing project is completed and balance of contract price is paid in full. Perimeter Fence Co., LLC offers conditional (1) one-year warranty on all workmanship provided by Perimeter Fence Co.; however, this warranty can be extended in certain circumstances. Please contact the salesman about the possibility of extending the warranty. Client will be provided an opportunity to address any fencing deficiencies at the time the contractor announces the job is completed. At that time the salesman and client will examine the fence line construction and address any punch out items noted by the contractor or the client that may need to be rectified. At the completion of all punch out deficiencies the final payment to Perimeter Fence Co., LLC will be due and payable and the (1) one-year warranty will begin on that day.



We appreciate your interest in our construction services and look forward to taking care of your fencing needs.

Thank you,

Gene Arrick, President

____ GA _____

PERIMETER Fence Co.

Client

Date ____/____/____

Commissioners Court - Regular Session**30.****Meeting Date:** 10/29/2019

Higgs Road Deed

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 Donation Special Warranty Deed from Madison Westinghouse Contingency for right of way on CR 111.

Background

Fiscal Impact

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

AttachmentsHigg Road Deed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 11:31 AM

Started On: 10/24/2019 11:14 AM

DONATION SPECIAL WARRANTY DEED

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

WHEREAS, Williamson County, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Higgs Road roadway improvements ("Project"); and,

WHEREAS, the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Woodmiller, LP; Germany Resources, LTD; Center Acquisition, LP; and Robert W. Teeter & Pamela S. Gourley ("Madison Westinghouse Contingency"), 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, 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, Donate, 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:

.430 acres of land, situated in the Calvin Bell Survey, Abstract No. 112 and the William Addison Survey, Abstract No. 21, in Williamson County, Texas, being a tract of land, called 145.13 acres, as described in a deed to Woodmiller, LP; Germany Resources, LTD; Center Acquisition, LP; Robert W. Teeter & Pamela S. Gourley in Doc. 2007084259, the Official Public Records of Williamson County, Texas & Co-owners Agreements for Madison Westinghouse Cotenancy, (10-1-2007, unrecorded) and Property Management Agreement, (10-1-2007, unrecorded); said .430 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other

than liens and conveyances, that affect the property rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the premises 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 Grantors do hereby bind ourselves, our 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 by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

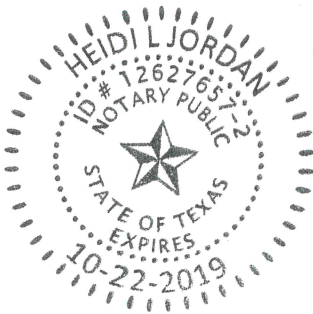
IN WITNESS WHEREOF, this instrument is executed on this the 22nd day of October, 2019.

GRANTOR:

Madison Westinghouse Cotenancy

By: _____

Robert W. Teeter, acting as Co-Owner &
Authorized Representative



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on this the 22nd day of October, 2019 by Robert W. Teeter, acting as Co-Owner and Authorized Representative for the Madison Westinghouse Cotenancy, in the capacity and for the purposes and consideration recited therein.

Heidi L. Jordan
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTOR'S MAILING ADDRESS:

Madison Realty Investors
6116 N. Central Expressway
Suite 510
Dallas, Tx 75206-5155

AFTER RECORDING RETURN TO:

HIGGS ROAD ROW PART OF 145.13 AC.
OWNERSHIP: WOODMILLER, LP; GERMANY RESOURCES, LTD;
CENTER ACQUISITION, LP; ROBERT W. TEETER & PAMELA S. GOURLEY
Doc. 2007084259 (& restrictions) & Co-owners Agreements for
Madison Westinghouse Cotenancy, (10-1-2007 unrecorded) and
Property Management Agreement, (10-1-2007, unrecorded)
SITUATED IN THE CALVIN BELL SUR. A-112, & THE WILLIAM ADDISON SUR. A-21 IN WILLIAMSON CO., TEXAS

DESCRIPTION FOR HIGGS ROAD RIGHT-OF-WAY

BEING 0.430 acres of land, situated in the Calvin Bell Survey, Abstract No. 112 and the William Addison Survey, Abstract No. 21, in Williamson County, Texas, being a tract of land, called 145.13 acres, as described in a deed to Woodmillier, LP; Germany Resources, LTD; Center Acquisition, LP; Robert W. Teeter & Pamela S. Gourley in Doc. 2007084259 (& restrictions) & Co-owners Agreements for Madison Westinghouse Cotenancy, (10-1-2007 unrecorded) and Property Management Agreement, (10-1-2007, unrecorded) Official Public Records Williamson County, Texas. This tract was surveyed on the ground in May of 2017 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING for a point of reference, at a 1/2" capped iron pin found (steel pin), found at the Northwest corner of Lot 1 BLK D, Bell Gin Park a subdivision of record in Doc. 2013101018 of the Official Public Records of Williamson County, Texas.

Thence with a bearing of N 01°05'19" E a distance of 52.78 feet to a to a 1/2" iron pin found, at a bend in the West line of the 145.13 acres

Thence with (L18) a bearing of N 20°26'31" W a distance of 8.03 feet to a to a 1/2" iron pin found, for the Northwest corner of the proposed future right-of-way of Westinghouse Road and the POINT OF BEGINNING of this tract. From this point, the Northwest corner of the Calvin Bell Survey bears N54° 19' 43" W a distance of 1313.38 feet.

BEGINNING, at a 1/2" capped iron pin found (steel pin), at the Northwest corner of said Westinghouse Road right-of-way.

Thence with a bearing of N 20°26'31" W a distance of 613.22 feet to a to a 1/2" iron pin found.

Thence with a bearing of N 20°08'11" W a distance of 465.55 feet to a to a 1/2" iron pin found.

Thence with (L9) a bearing of N 06°30'33" W a distance of 50.80 feet to a to a 1/2" iron pin found.

Thence with (L8) a bearing of N 10°43'10" E a distance of 36.16 feet to a to a 1/2" iron pin found.

Thence with (L7) a bearing of N 42°40'53" E a distance of 55.92 feet to a to a 1/2" iron pin found.

Thence with (L6) a bearing of N 59°09'43" E a distance of 47.09 feet to a to a 1/2" iron pin found.

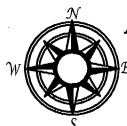
Thence with (L5) a bearing of N 69°12'02" E a distance of 167.46 feet to a to a 1/2" iron pin found.

Thence with the North boundary of the 145.13 acres a bearing of N 68°49'17" E a distance of 725.96 feet to a to a 1/2" iron pin found.

Thence with (L4) a bearing of N 72°01'58" E a distance of 75.74 feet to a to a 1/2" iron pin found.

DESCRIPTION PAGE 1

Higgs Road ROW Deed



Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10002000

DATE: October 16, 2019
PROJECT : Bellgin
Drawing: Higgs Road ROW Deed.dwg
ROW Sheet 1

HIGGS ROAD ROW PART OF 145.13 AC.
OWNERSHIP: WOODMILLER, LP; GERMANY RESOURCES, LTD;
CENTER ACQUISITION, LP; ROBERT W. TEETER & PAMELA S. GOURLEY
Doc. 2007084259 (& restrictions) & Co-owners Agreements for
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SITUATED IN THE CALVIN BELL SUR. A-112, & THE WILLIAM ADDISON SUR. A-21 IN WILLIAMSON CO., TEXAS

Thence with (L23) a bearing of N 81°17'00" E a distance of 12.09 feet to a to a 1/2" iron pin found.

Thence with (L33) a bearing of S 23°07'21" E a distance of 6.07 feet to a to a 1/2" iron pin set.

Thence with (L32) a bearing of S 70°29'52" W a distance of 55.87 feet to a to a 1/2" iron pin set.

Thence with a bearing of S 69°01'31" W a distance of 256.70 feet to a to a 1/2" iron pin set.

Thence with a bearing of S 69°01'31" W a distance of 395.13 feet to a to a 1/2" iron pin set.

Thence with a bearing of S 69°01'31" W a distance of 273.37 feet to a to a 1/2" iron pin found in concrete.

Thence in a southwesterly direction with (C1) a tangent curve turning to the left with a radius of 120.69 feet, having a chord bearing of S 24°26'08" W and a chord distance of 169.45, having a central angle of 89°10'47" and an arc length of 187.84 to an iron pin set at the end of the curve.

Thence with a bearing of S 20°09'15" E a distance of 463.72 feet to a to a 1/2" iron pin found in concrete.

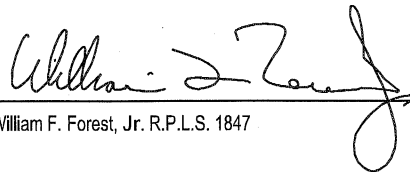
Thence with a bearing of S 20°09'16" E a distance of 293.17 feet to a to a 1/2" iron pin set.

Thence with a bearing of S 20°09'16" E a distance of 306.53 feet to a to a 1/2" iron pin set.

Thence with (L19) a bearing of S 66°27'03" W a distance of 4.82 feet to a to a 1/2" iron pin found at the POINT OF BEGINNING containing 18746 square feet or 0.430 acres.

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

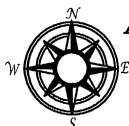
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this, the 16th day of October 2019, A.D. File: Higgs Road ROW Deed.doc


William F. Forest, Jr. R.P.L.S. 1847



DESCRIPTION PAGE 2

Higgs Road ROW Deed



Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10002000

DATE: October 16, 2019
PROJECT : Bellgin
Drawing: Higgs Road ROW Deed.dwg
ROW Sheet 2

HIGGS ROAD ROW PART OF 145.13 AC.
OWNERSHIP: WOODMILLER, LP; GERMANY RESOURCES, LTD;
CENTER ACQUISITION, LP; ROBERT W. TEETER & PAMELA S. GOURLEY
Doc. 2007084259 (& restrictions) & Co-owners Agreements for
Madison Westinghouse Cotenancy, (10-1-2007 unrecorded) and
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SITUATED IN THE CALVIN BELL SUR. A-112, & THE WILLIAM ADDISON SUR. A-21 IN WILLIAMSON CO., TEXAS

MATCHLINE SHEET 4
 MATCHLINE SHEET 3

SCALE: 1"=100'

Note:
 The bearing basis of this survey is
 the State Plane Coordinate System
 Texas Central Zone
 Western Data VRS Network
 Datum: Geoid 12a, NAVD88, NAD83
 Convergence: 1°23'17.41'

ADDITIONAL RIGHT-OF WAY
 DEDICATED BY THIS DEED
 0.430 ACRES

KASPAR FAMILY
 LIMITED PARTNERSHIP
 20 ACRES
 DOC. #2003024194
 30.0'
 From Centerline
 To Edge of ROW

WATER EASEMENT
 JONAH WATER SUPPLY 15.0'
 CORP. VOL.563, PG. 646

REFERENCE POINT
 NW CORNER OF
 BLK D, LOT 1
 BELL GIN PARK

CO. RD 111

JONAH WATER
 829/330

TBM # 1
 TOP OF IP
 in concrete
 EL= 807.43

BELL GIN PARK
 Block D, Lot 1, 15.00 Ac.
 DOC. #2013101018

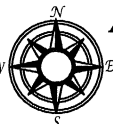
JOSEPH MOTT SUR. A-427

Block A, Lot 4
 5.00 Ac.
 Phase IV
 5.00 Acres

Block A, Lot 6
 7.04 Ac.

WESTINGHOUSE ROAD

1.28 ac. S. 1/2 of R-O-W Dedicated



Forest Surveying & Mapping Company
 1002 Ash St. Georgetown, Texas
 phone: 512-930-5927
 www.forestsurveying.com
 TBPLS' FIRM NO. 10002000

DATE: October 16, 2019
 PROJECT : Bellgin
 Drawing: Higgs Road ROW Deed.dwg
 ROW Sheet 3

Higgs Road ROW Deed

SITUATED IN THE CALVIN BELL SUR. A-112, & THE WILLIAM ADDISON SUR. A-21 IN WILLIAMSON CO., TEXAS

From Centerline 30.0'
To Edge of
ROW

Dedicat

N68° 4

S69°

MATCHLINE SHEET 5
MATCHLINE SHEET 4

Phase II
5.15 Ac.
+0.43 ac. R.O.W.

5.58 ac.

ROW
DEDICATION

HIGGS ROAD

N20° 08' 11"W 465.55

.....

1

1

1

1

1

1

4

13

15

1



5

5

5

1

5

AT

1

1

1

*Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TEPLS FIRM NO. 10002000*

DATE: October 16, 2019
PROJECT : Bellgin
Drawing: Higgs Road ROW Deed.dwg
ROW Sheet 4

HIGGS ROAD ROW PART OF 145.13 AC.
OWNERSHIP: WOODMILLER, LP; GERMANY RESOURCES, LTD;
CENTER ACQUISITION, LP; ROBERT W. TEETER & PAMELA S. GOURLEY
Doc. 2007084259 (& restrictions) & Co-owners Agreements for
Madison Westinghouse Cotenancy, (10-1-2007 unrecorded) and
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SITUATED IN THE CALVIN BELL SUR. A-112, & THE WILLIAM ADDISON SUR. A-21 IN WILLIAMSON CO., TEXAS

0 100 200 Feet

SCALE: 1"=100'

KASPER FAMILY L.P. TO CONTINENTAL HOMES OF TEXAS
 TRACT 1: 54.104 AC.
 TRACT 2: 9.861 AC.
 DOC. 2017044960

CR 111
 EXISTING
 R.O.W. VARIES

From Centerline
 to Edge of
 ROW

ROCKRIDE LANE

CR 110

HIGGS ROAD

S68° 54' 40"W 1241.12

N68° 49' 17"E 725.96

S69° 01' 31"W 395.13

S69° 01' 31"W 256.70

651.83'

11.1'

30.2'

1/2" ip

WILLIAM ADDISON SUR. A-21

CALVIN BELL SUR. A-112

MATCHLINE SHEET 5
 MATCHLINE SHEET 4

ADDITIONAL RIGHT-OF-WAY
 DEDICATED BY THIS PLAT
 0.43 ACRES

S19° 23' 06"E 570.27

Block A, Lot 3
 3.92 Ac.

Block A, Lot 2
 5.15 Ac.
 Phase III
 5.15 Acres

S47° 45' 22"W 423.00

15' PUE

N 10190968.73
 E 3144809.16

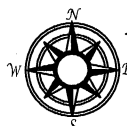
S68° 06' 04"W 387.80

E 04° E 780.09

30' PUE, DRAINAGE, WATER,
 ACCESS ESMTS

Block A, Lot 5
 3.79 Ac.

Higgs Road ROW Deed



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 www.forestsurveying.com
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DATE: October 16, 2019
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 ROW Sheet 5

HIGGS ROAD ROW PART OF 145.13 AC.
OWNERSHIP: WOODMILLER, LP; GERMANY RESOURCES, LTD;
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Doc. 2007084259 (& restrictions) & Co-owners Agreements for
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SITUATED IN THE CALVIN BELL SUR. A-112, & THE WILLIAM ADDISON SUR. A-21 IN WILLIAMSON CO., TEXAS




















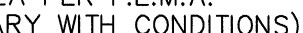

Parcel Line Table

Line #	Direction	Length
L1	N87° 22' 12"E	86.53
L2	S75° 27' 38"E	91.62
L3	N81° 16' 55"E	95.13
L4	N72° 01' 58"E	75.74
L5	N69° 12' 02"E	167.46
L6	N59° 09' 43"E	47.09
L7	N42° 40' 53"E	55.92
L8	N10° 43' 10"E	36.16
L9	N6° 30' 33"W	50.80
L10	N1° 05' 19"E	83.92
L11	N4° 44' 11"W	59.47
L12	N15° 24' 43"W	100.10
L13	S4° 44' 11"E	30.21
L15	S21° 56' 09"E	98.08
L16	N57° 26' 12"W	35.18
L17	N4° 44' 11"W	29.26
L18	N20° 26' 31"W	8.03
L19	N66° 27' 03"E	4.82
L20	S22° 49' 19"E	86.73
L21	N81° 16' 54"E	83.04

Parcel Line Table

Line #	Direction	Length
L22	S75° 27' 38"E	91.62
L23	N81° 16' 55"E	12.09
L24	S57° 26' 12"E	35.18
L25	N68° 49' 23"E	165.61
L26	N68° 16' 57"E	77.55
L27	N68° 16' 57"E	74.38
L28	N68° 16' 57"E	151.93
L29	S20° 46' 09"E	327.80
L30	S22° 49' 19"E	30.93
L31	S75° 27' 38"E	23.10
L32	S70° 29' 52"W	55.87
L33	S23° 07' 21"E	6.07
L35	S44° 04' 49"E	72.67
L36	S69° 38' 36"E	42.33
L37	S86° 44' 56"E	49.19
L38	N71° 11' 29"E	97.40
L39	N71° 21' 14"E	85.29
L40	S48° 51' 59"E	56.00
L41	N21° 56' 09"W	98.69

LEGEND

IRON PIN FOUND 
CORNER NOT FOUND, REPLACED 
WITH 1/2" IRON PIN 
IRON PIN SET 
IRON PIPE FOUND 
EXISTING WIRE FENCE 
CHAINLINK FENCE 
BOARD FENCE 
POWER POLE 
WATER VALVE 
TELEPHONE CABLE 
WATERLINE EXISTING 
OVERHEAD POWER LINE 
CENTER LINE OF CHANNEL 
RECORD CALLS (BEARING / DISTANCE) 
RECORD FILE LOCATION VOLUME / PAGE 
DATA THIS SURVEY BEARING/ DISTANCE 
SPECIAL FLOOD HAZARD AREA PER F.E.M.A. 
(APPROXIMATE LIMIT WILL VARY WITH CONDITIONS)
TRACT LINES 
BOUNDARY LINES 
LAND GRANT LINES 

All document references are in Williamson Co.
Official Public Records of Williamson Co., Tx. OPRWCT

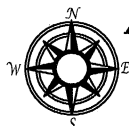
Note:

The bearing basis of this survey is
the State Plane Coordinate System
Texas Central Zone
Western Data VRS Network
Datum: Geoid 12a, NAVD88, NAD83
Convergence: 1°23'17.41"

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	89°10'45"	120.69'	187.84'	118.97	S 24°26'08" W	169.45'

Higgs Road ROW Deed



Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
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www.forestsurveying.com
TBPLS' FIRM NO. 10002000

DATE: October 16, 2019
PROJECT : Bellgin
Drawing: Higgs Road ROW Deed.dwg
ROW Sheet 6

Commissioners Court - Regular Session**31.****Meeting Date:** 10/29/2019

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 16 subdivision – Pct 2

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 16 subdivision – Precinct 2.

Background

This is the first section of the Santa Rita Ranch South Section 16 development. It consists of 74 single family lots, 6 open space/landscape/PUE/water quality/drainage lots, and 2,176 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$835,334.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2018-09-19 – initial submittal of the final plat

2018-11-19 – 1st review complete with comments

2019-01-23 – 2nd submittal of the final plat

2019-03-12 – 2nd review complete with comments

2019-04-17 – 3rd submittal of the final plat

2019-06-11 – 3rd review complete with comments

2019-10-23 – 4th submittal of the final plat

2019-10-23 – 4th review complete with all comments cleared

2019-10-23 – final plat with all signatures and a performance bond in the amount of the remaining construction received

2019-10-24 – final plat placed on the October 29, 2019 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

final plat - Santa Rita Ranch South Section 16

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/24/2019

Reviewed By

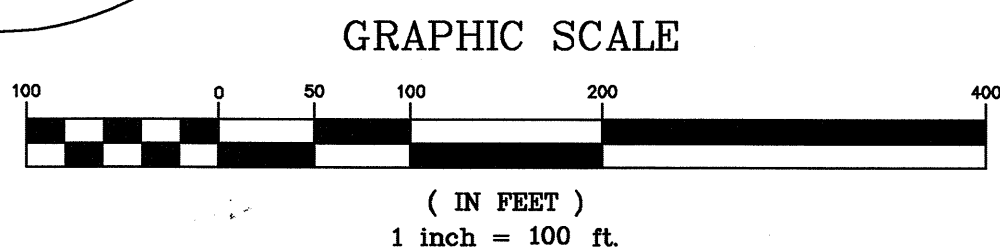
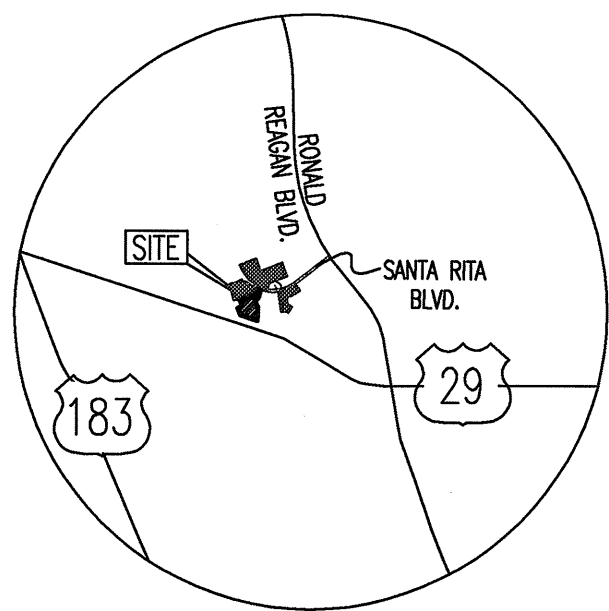
Andrea Schiele

Date

10/24/2019 01:07 PM

Started On: 10/24/2019 11:42 AM

SANTA RITA RANCH SOUTH SECTION 16



SCALE: 1" = 100'

LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- D.E. DRAINAGE EASEMENT
- O.S. OPEN SPACE LOT
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S. LANDSCAPE LOT

EDWARD L. RICHARDS &
CHARLOTTE A. RICHARDS,
(10.58 AC.)
VOL. 2143, PG. 560

HIGHWAY 29

DATE: OCTOBER 21, 2019

OWNER:

MIDDLEBROOK, LTD.,
1700 CROSS CREEK LANE
STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:

MIDDLEBROOK, LTD.,
1700 CROSS CREEK LANE
STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 12.144 ACRES
SURVEY: NOAH SMITHWICK SURVEY,
ABSTRACT NO. 590

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS: 80

NO. OF SINGLE FAMILY LOTS: 74

NO. OF OPEN SPACE AND
LANDSCAPE LOTS: 3

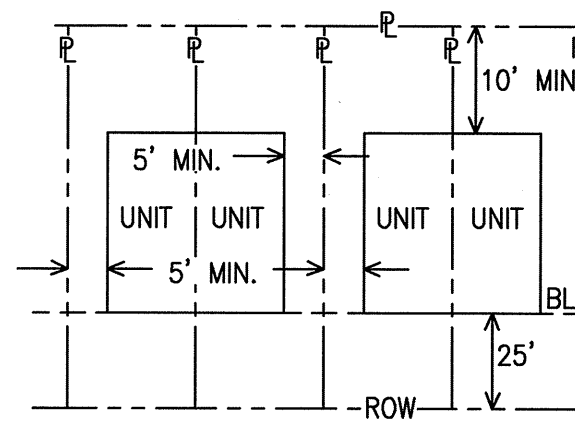
NO. OF OPEN SPACE, P.U.E. AND
D.E. LOTS: 1

NO. OF WATER QUALITY AND
LANDSCAPE BUFFER LOTS: 1

NO. OF OPEN SPACE, LANDSCAPE, P.U.E.,
AND D.E. LOTS: 1

LINEAR FOOTAGE OF STREETS

STREET NAMES	LINEAR FOOTAGE	DESIGN SPEED
MIRABEAU WAY	947'	25 M.P.H.
ELISHA DRIVE	619'	25 M.P.H.
PEACE DRIVE	610'	25 M.P.H.
TOTAL	2,176'	



NOTES:

- 25' FRONT BUILDING LINE
- 15' CORNER SIDE YARD BUILDING LINE
- 5' INTERIOR SIDE YARD SETBACK
- 10' REAR YARD SETBACK
- 10' FRONT P.U.E.

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering

5501 West William Cannon

Phone No. (512) 280-5160

Surveying

Austin, Texas 78749

Fax No. (512) 280-5165

PATH-J: \AC3D\5013\SURVEY\PLAT - SANTA RITA SEC 16.dwg

SANTA RITA RANCH SOUTH
SECTION 16

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	129.57	1490.00	S68°34'24"E	129.53	64.82	4°58'56"
C2	168.39	205.00	S44°15'35"W	163.70	89.27	47°03'51"
C3	55.21	50.00	N31°49'52"W	52.44	30.80	63°15'45"
C4	21.03	25.00	S88°06'49"E	20.41	11.18	48°11'23"
C5	207.29	50.00	S02°47'18"E	87.66	91.06	237°32'22"
C6	43.49	25.00	N71°43'30"W	38.21	29.62	99°39'58"
C7	179.83	205.00	S47°01'22"E	174.12	96.16	50°15'41"
C8	21.03	25.00	N48°03'31"W	20.41	11.18	48°11'23"
C9	162.65	50.00	N62°50'47"E	99.85	897.21	186°22'46"
C10	21.03	25.00	S06°14'54"E	20.41	11.18	48°11'23"
C12	225.41	325.00	N02°01'22"W	220.92	117.45	39°44'19"
C13	23.48	15.00	S22°56'59"W	21.15	14.92	89°41'01"
C14	23.64	15.00	N67°03'01"W	21.27	15.08	90°18'59"
C15	23.48	15.00	S22°56'59"W	21.15	14.92	89°41'01"
C16	135.97	155.00	S47°01'22"E	131.65	72.71	50°15'41"
C17	23.56	15.00	N62°50'47"E	21.21	15.00	90°00'00"
C18	190.73	275.00	N02°01'22"W	186.93	99.38	39°44'19"
C19	92.72	155.00	N37°51'55"E	91.35	47.80	34°16'31"
C20	32.79	155.00	N61°03'45"E	32.73	16.45	120°7'10"
C21	22.95	50.00	N77°10'01"W	22.75	11.68	26°17'49"
C22	33.15	50.00	S70°41'37"W	32.54	17.21	37°58'54"
C23	45.29	50.00	S25°45'05"W	43.76	24.33	51°54'09"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C24	127.32	155.00	N44°15'35"E	123.77	67.50	47°03'51"
C25	17.76	205.00	S24°22'28"E	17.76	8.89	4°57'54"
C26	28.95	205.00	S30°54'11"E	28.93	14.50	8°05'31"
C27	31.05	205.00	S39°17'19"E	31.02	15.56	8°40'46"
C28	31.04	205.00	S47°58'00"E	31.01	15.55	8°40'35"
C29	1.81	155.00	N67°27'25"E	1.81	0.91	0°40'09"
C30	25.06	50.00	N56°08'00"E	24.80	12.80	28°43'07"
C31	22.94	50.00	N83°38'17"E	22.74	11.68	26°17'27"
C32	30.03	325.00	N02°03'49"E	30.02	15.03	5°17'39"
C33	30.06	325.00	N03°13'59"W	30.05	15.04	5°17'57"
C34	21.44	325.00	N07°46'22"W	21.44	10.73	3°46'50"
C35	29.15	325.00	N12°13'57"W	29.14	14.58	5°08'19"
C36	32.02	325.00	N17°37'26"W	32.00	16.02	5°38'40"
C37	8.20	325.00	N21°10'09"W	8.20	4.10	1°26'48"
C38	11.41	155.00	S24°00'06"E	11.41	5.71	4°13'09"
C39	74.16	155.00	S39°49'06"E	73.46	37.81	27°24'51"
C40	13.51	275.00	N16°26'20"E	13.51	6.76	2°48'54"
C41	58.34	275.00	N08°57'16"E	58.23	29.28	12°09'15"
C42	52.85	275.00	N02°37'43"W	52.77	26.51	1°00'43"
C43	15.19	275.00	N09°43'01"W	15.19	7.60	3°09'51"
C44	50.38	1490.00	S67°03'03"E	50.38	25.19	1°56'14"
C45	29.18	1490.00	S68°34'50"E	29.18	14.59	1°07'19"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C46	50.01	1490.00	S70°06'11"E	50.01	25.01	1°55'23"
C47	25.53	50.00	S68°35'24"E	25.25	13.05	29°15'11"
C48	26.18	50.00	S38°57'49"E	25.88	13.40	29°59'59"
C49	37.35	50.00	S84°51'40"E	36.49	19.59	42°47'51"
C50	13.35	50.00	N66°05'28"E	13.31	6.72	15°17'54"
C51	29.50	205.00	S56°25'38"E	29.47	14.78	8°14'42"
C52	29.03	205.00	S64°36'22"E	29.00	14.54	8°06'45"
C53	12.49	205.00	S70°24'29"E	12.49	6.25	3°29'28"
C54	27.68	50.00	N25°54'58"E	27.33	14.20	31°42'57"
C55	25.08	50.00	N04°18'43"W	24.82	12.81	28°44'25"
C56	10.18	50.00	N24°30'46"W	10.16	5.11	11°39'40"
C57	13.47	325.00	N16°39'32"E	13.47	6.74	2°22'31"
C58	30.77	325.00	N12°45'31"E	30.76	15.40	5°25'31"
C59	30.26	325.00	N07°22'42"E	30.25	15.14	5°20'07"
C62	50.84	275.00	N16°35'44"W	50.77	25.49	10°35'35"
C65	50.39	155.00	S62°50'23"E	50.17	25.42	18°37'41"
C66	10.61	25.00	N59°59'48"W	10.53	5.39	24°18'49"
C67	10.42	25.00	N35°54'07"W	10.34	5.29	23°52'34"
C68	4.79	25.00	N73°16'39"E	4.78	2.40	10°58'18"
C69	16.24	25.00	S82°37'39"E	15.96	8.42	37°13'05"

GENERAL:

- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

- EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
- THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B10.0 200 RULES ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

WATER AND WASTEWATER:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS
- WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
- ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

- IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSED AGREEMENT WITH WILLIAMSON COUNTY.
- NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNER'S ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
- A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Line Table		
Line #	Length	Direction
L1	280.65	S20°43'39"W
L2	36.87	S67°47'30"W
L3	100.85	S12°02'53"E
L4	11.54	N77°18'41"W
L5	126.29	N68°06'29"E
L6	36.64	N21°53'31"W
L7	91.53	N76°55'13"W
L8	119.93	N21°53'31"W
L9	142.04	N22°12'30"W
L10	27.83	S75°33'02"W
L11	44.68	N03°43'40"W
L12	450.00	N70°55'32"E
L13	55.72	N68°03'44"E
L14	58.74	N60°54'54"E
L15	58.76	N53°00'40"E
L16	58.78	N45°00'16"E
L17	64.12	N36°35'52"E

Line Table		
Line #	Length	Direction
L18	45.00	N30°24'32"E
L19	78.02	N29°58'25"E
L20	97.50	S67°47'30"W
L21	38.58	N79°36'43"W
L22	37.55	S72°09'13"E
L23	84.69	N70°55'14"W
L24	36.75	S18°17'08"E
L25	28.38	S18°17'08"E
L26	20.68	S21°53'31"E
L27	65.00	N67°47'30"E
L28	59.69	N17°50'47"E
L29	118.27	N89°14'24"E
L30	114.83	N89°14'24"E
L32	100.08	N67°47'30"E
L33	53.46	N72°09'13"W
L34	75.59	N17°50'47"E
L38	3.46	S00°25'33"W

Easement Line Table		
Line #	Length	Direction
(L36)	154.77	N46°22'18"E
(L37)	16.15	N21°53'31"W
(L39)	148.79	S46°22'18"W

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C70)	15.00	205.00	N43°37'42"W	15.00	7.51	4°11'36"

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ♦ REG. # 10024900
Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

SANTA RITA RANCH SOUTH SECTION 16

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS: MIDDLEBROOK, LTD., ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, HAVING ITS HOME OFFICE IN AUSTIN, TEXAS, ACTING HEREIN BY AND THROUGH JAMES EDWARD HORNE, VICE PRESIDENT, AND BEING THE OWNER OF THAT CERTAIN CALLED 17.777 ACRE TRACT OF LAND (EXHIBIT A-1) & A CERTAIN 0.425 ACRE TRACT OF LAND (EXHIBIT A-2), OUT OF AND A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2018073918 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 12.144 ACRES OF LAND, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE ALL ADDITIONAL ROW, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC USE, OR, WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION TO BE KNOWN AS:

"SANTA RITA RANCH SOUTH SECTION 16"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 22nd DAY OF October, 2019.

MIDDLEBROOK, LTD., A TEXAS LIMITED PARTNERSHIP

BY: MIDDLEBROOK, GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: [Signature]
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE
STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 22 DAY OF October, 2019 A.D.

[Signature]
PATRICIA A. MELTON
Notary ID # 2653505
My Commission Expires
May 25, 2020
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

[Signature]
SALLY A. McFERRON
CITY OF LIBERTY HILL, TEXAS

10/23/19
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 23 DAY OF October, 2019 A.D.

[Signature]
WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERRY BARRINGTON

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

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

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

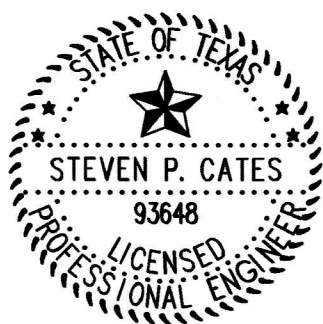
STATE OF TEXAS:

COUNTY OF WILLIAMSON:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: [Signature] 10/21/2019
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



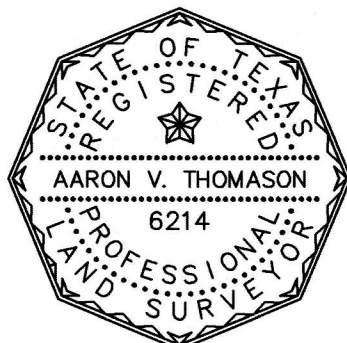
STATE OF TEXAS:

COUNTY OF WILLIAMSON:

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: [Signature] 21 OCT 2019
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com



FIELD NOTES

BEING ALL OF THAT CERTAIN 12.144 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 17.77 ACRE TRACT OF LAND (EXHIBIT A-1) CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018073918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 0.425 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018073918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 12.144 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE NORTHERNMOST CORNER OF SAID 17.77 ACRE TRACT, BEING THE EASTERNMOST CORNER OF LOT 1, BLOCK A OF SANTA RITA SOUTH SECTION 5A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2018061474 (O.P.R.W.C.TX.), SAME BEING AT THE BEGINNING OF A CURVE TO THE LEFT ON THE SOUTH RIGHT-OF-WAY LINE OF SANTA RITA BOULEVARD (90' R.O.W.), FOR THE NORTHERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, ALONG SAID CURVE TO THE LEFT, AND WITH THE NORTH LINE OF SAID 17.77 ACRE TRACT, THE NORTH LINE OF SAID 0.425 ACRE TRACT, AND THE SOUTH LINE OF SAID SANTA RITA BOULEVARD AND, HAVING A RADIUS OF 1,490.00 FEET, AN ARC LENGTH OF 129.57 FEET, AND WHOSE CHORD BEARS S68°34'24"E, A DISTANCE OF 129.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING THE NORTHEAST CORNER OF SAID 0.425 ACRE TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF A CALLED 14.582 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018043426, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE EASTERNMOST NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, S20°43'39"W, WITH THE EAST LINE OF SAID 0.425 ACRE TRACT AND THE WEST LINE OF SAID 14.582 ACRE TRACT OF LAND, A DISTANCE OF 280.65 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE, ALONG SAID CURVE TO THE RIGHT, AND WITH THE EAST LINE OF SAID 0.425 ACRE TRACT, THE WEST LINE OF SAID 14.582 ACRE TRACT, THE SOUTHEAST LINE OF SAID 17.77 ACRE TRACT OF LAND, AND THE NORTHWEST LINE OF A CALLED 0.613 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018043427, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 168.39 FEET, AND WHOSE CHORD BEARS S44°15'35"W, A DISTANCE OF 163.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, CONTINUING WITH THE EAST LINE OF SAID 17.77 ACRE TRACT OF LAND, THE WEST LINE OF SAID 0.613 ACRE TRACT OF LAND, AND THE WEST LINE OF SAID 14.582 ACRE TRACT, AND THE WEST LINE OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO DUNCAN LEE FOREST IN VOLUME 1990, PAGE 804, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, NUMBERED 1 THROUGH 7,

- 1) S67°47'30"W, A DISTANCE OF 36.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 2) S21°53'31"E, A DISTANCE OF 295.91 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
- 3) S12°02'53"E, A DISTANCE OF 100.95 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT AN EAST CORNER OF SAID 17.77 ACRE TRACT, BEING THE SOUTHERNMOST CORNER OF SAID 0.613 ACRE TRACT,
- 4) S00°25'33"W, A DISTANCE OF 3.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE NORTH LINE OF SAID 10.00 ACRE TRACT OF LAND, SAME BEING AT THE SOUTHWEST CORNER OF SAID 14.582 ACRE TRACT OF LAND,
- 5) N77°18'41"W, A DISTANCE OF 11.54 FEET TO A 1/2 INCH IRON ROD FOUND,
- 6) S03°09'02"E, A DISTANCE OF 206.84 FEET TO A 1/2 INCH IRON ROD FOUND, AND
- 7) S07°30'56"W, A DISTANCE OF 245.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE EAST LINE OF SAID 17.77 ACRE TRACT, BEING IN THE WEST LINE OF SAID 10.00 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, OVER AND ACROSS SAID 17.77 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

- 1) N72°09'13"W, A DISTANCE OF 463.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,
- 2) N21°53'31"W, A DISTANCE OF 285.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 3) N68°06'29"E, A DISTANCE OF 126.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,
- 4) N21°53'31"W, A DISTANCE OF 36.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) N76°55'13"W, A DISTANCE OF 91.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 6) N21°53'31"W, A DISTANCE OF 119.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 55.21 FEET, AND A CHORD THAT BEARS N31°49'52"W, A DISTANCE OF 52.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 8) N22°12'30"W, A DISTANCE OF 142.04 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 9) N75°33'02"W, A DISTANCE OF 27.83 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT A NORTHWEST CORNER OF SAID 17.77 ACRE TRACT, BEING AT THE NORTHEAST CORNER OF A CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO CHISOLM TRAIL WATER SUPPLY CORPORATION IN VOLUME 1008, PAGE 272, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE SOUTHERNMOST CORNER OF LOT 17, BLOCK A, OF SAID SANTA RITA RANCH SOUTH, SECTION 5A,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 17.77 ACRE TRACT AND SAID SANTA RITA RANCH SOUTH SECTION 5, THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

1. N03°43'40"W, A DISTANCE OF 44.68 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,
2. N70°55'32"E, A DISTANCE OF 450.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING",
3. N68°03'44"E, A DISTANCE OF 55.72 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING",
4. N60°54'54"E, A DISTANCE OF 58.74 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING",
5. N53°00'40"E, A DISTANCE OF 58.76 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING",
6. N45°00'16"E, A DISTANCE OF 58.78 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING",
7. N36°35'52"E, A DISTANCE OF 64.12 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING",
8. N30°24'32"E, A DISTANCE OF 45.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", AND
9. N29°58'25"E, A DISTANCE OF 78.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.144 ACRES OF LAND.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

Commissioners Court - Regular Session**32.****Meeting Date:** 10/29/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the North Haven subdivision – Pct 2

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the North Haven subdivision – Precinct 2.

Background

This proposed subdivision consists of 86 residential lots, 4 drainage & open space lots and 10,089 linear feet of new public roads.

Timeline

2019-06-18 – initial submittal of the preliminary plat

2019-07-23 – 1st review complete with comments2019-09-04 – 2nd submittal of the preliminary plat2019-09-19 – 2nd review complete with comments2019-10-08 – 3rd submittal of the preliminary plat2019-10-08 – 3rd review complete with comments2019-10-14 – 4th submittal of the preliminary plat2019-10-24 – 4th review complete with all comments cleared

2019-10-24 – preliminary plat placed on the October 29, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentspreliminary plat - North Haven

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 01:08 PM

Started On: 10/24/2019 11:49 AM

Judith McDaniel
2011088184
10.016 Ac.

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

Saratoga Springs
Section 2
Cabinet V Slide 379
Doc 2002031091

William Swail
2016055345
5.023 Ac.

0.00'
1.19'
7.35'
33°49'14"W
5.88'

Mary Morales
2009088126
61.877 Ac.

SURVEYOR:
STEVE WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220

ENGINEER:
Curtis Steger
Steger Bizzell
Georgetown, TX 78626
PH. 512-930-9412

Street Name	R.O.W. Width (ft)	Pavement Width (ft)	Length (ft)	Speed (mph)	Maintenance Authority	Classification	Rural or Urban
North Haven Drive							
North of Northcrest	60	26	289	30	Public	Local	Rural
North Haven Drive							
South of Northcrest	60	20	1963	30	Public	Local	Rural
Northcrest Drive	60	26	3984	30	Public	Local	Rural
Shady Hill Loop	60	26	3329	30	Public	Local	Rural
Gould Court	60	26	289	30	Public	Local	Rural
Fawnhill Court	60	26	235	30	Public	Local	Rural

Key Map

STREET L.F.= 10,089
LOTS= 86 residential
4 drainage/open space
TOTAL ACREAGE= 113.487

Richard Hager
9623847
(Remainder)
6.223 Ac.

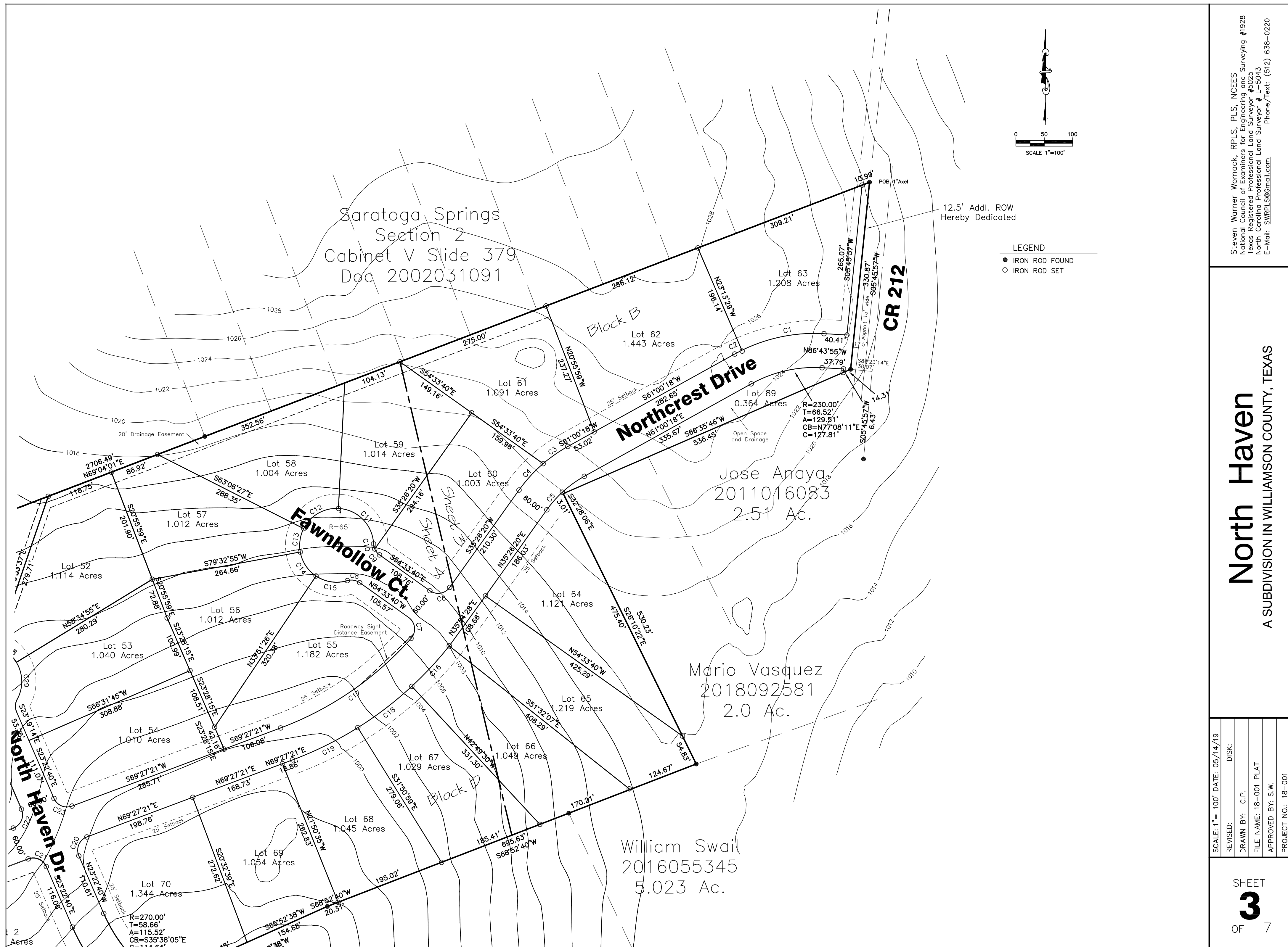
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

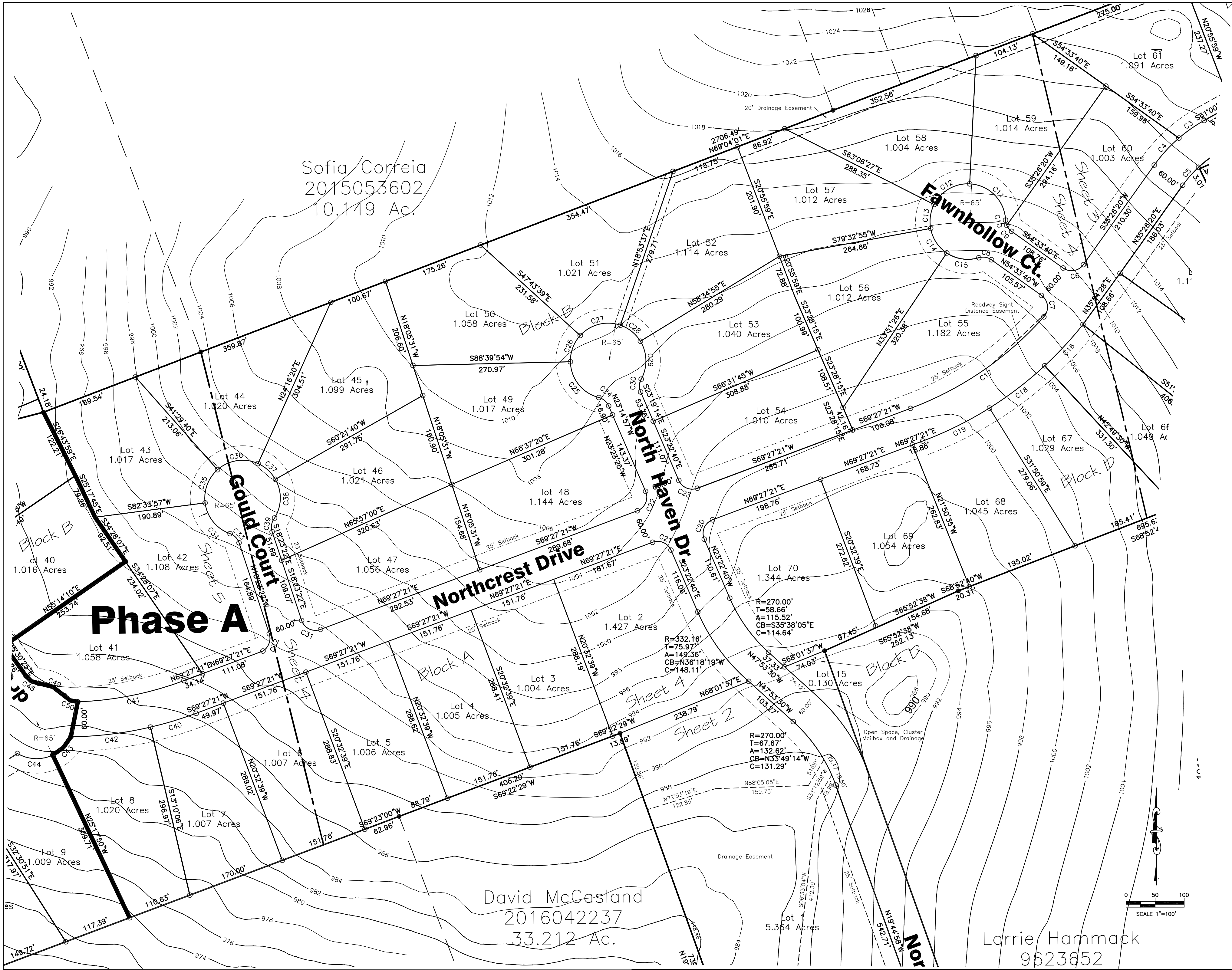
Steven Warner Womack, RPLS, PLS, NCELS
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Fax: (512) 638-0220

SCALE: 1" = 200'	DATE: 05/14/19
REVISED:	DISK:
DRAWN BY: C.P.	
FILE NAME: 18-001 PLAT	
APPROVED BY: S.W.	
PROJECT NO.: 18-001	

SHEET
1
OF 7

TOPO/BEARING/COORDINATE BASIS
 ELIPSOID: WGS 1984/GRS 1980
 PROJECTION: TEXAS CENTRAL NAD 83
 GEOID MODEL: GEOID 12B
 GRID COORDINATES ILLUSTRATED
 SURFACE FACTOR = 1.00012





SCALE: 1"= 100' DATE: 05/14/19

REVISED: DISK:

DRAWN BY: C.P.

FILE NAME: 18-001 PLAT

APPROVED BY: S.W.

PROJECT NO.: 18-001

SHEET

4

OF 7

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
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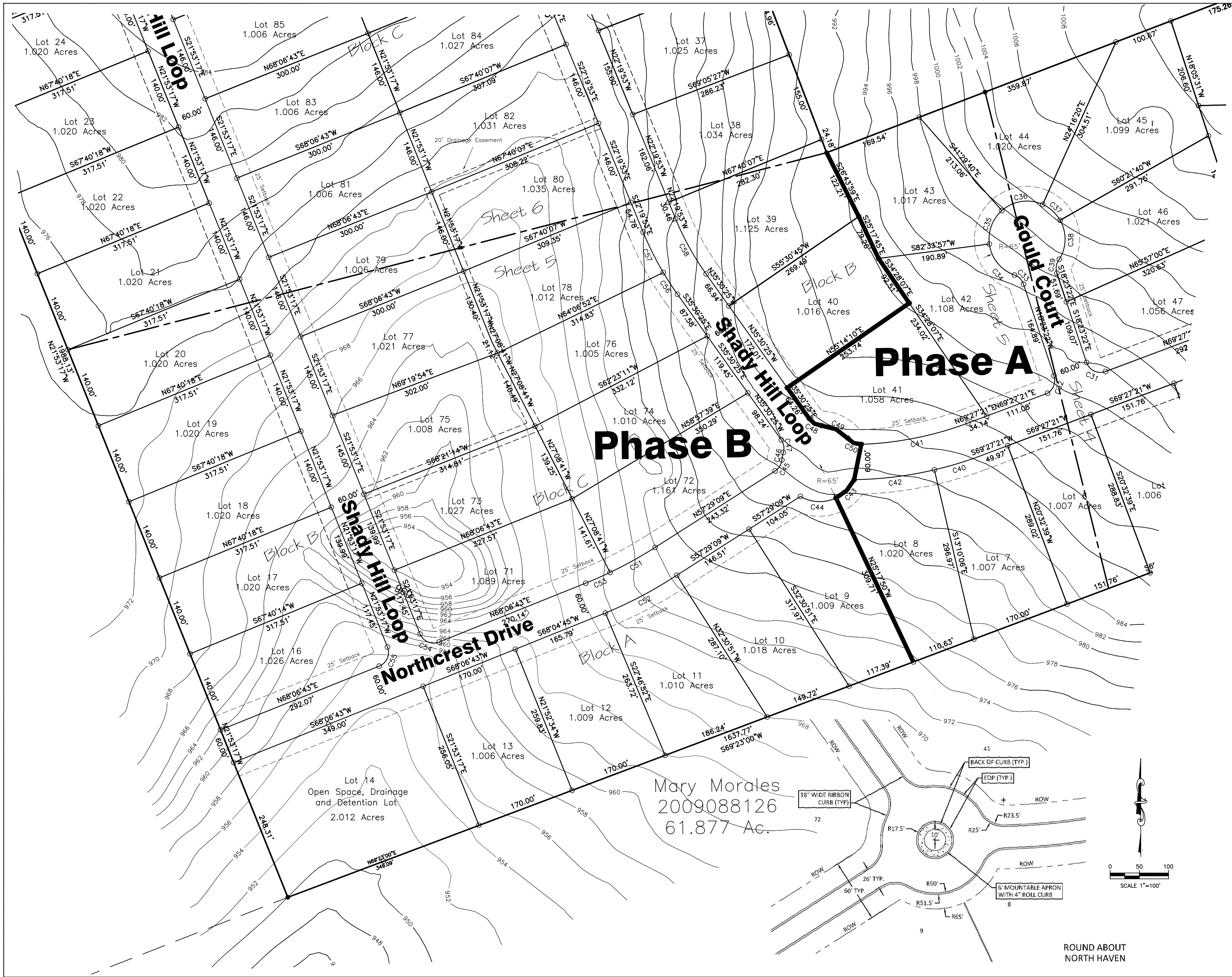
North Haven

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

North Haven

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NCEES
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North Haven

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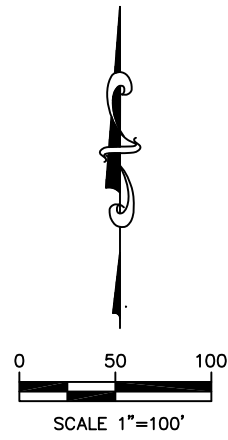
SCALE: 1"= 100'	DATE: 05/14/19
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DRAWN BY: C.P.	
FILE NAME: 18-001 PLAT	
APPROVED BY: S.W.	
PROJECT NO.: 18-001	

SHEET

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OF 7

ROUND ABOUT
NORTH HAVEN



Timothy Callan
2004086414
108.87 Ac.

Judith McDaniel
2011088184
10.016 Ac.

CR 207 Land and
Cattle LLC
2019058322
130.13 Ac.

Shady Hill Loop

Shady Hill Loop

North Haven

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 05/14/19
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 18-001 PLAT
APPROVED BY: S.W.
PROJECT NO.: 18-001

SHEET
6
OF 7

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

FIELD NOTES:
113.487 ACRES OF LAND SITUATED IN THE JF WEBBER SURVEY ABSTRACT NO. 654, WO STUBBLEFIELD SURVEY ABSTRACT NO. 842, JH WILLIAMS SURVEY ABSTRACT NO. 669 AND THE LEWIS WILLIAMS SURVEY ABSTRACT NO. 920 IN WILLIAMSON COUNTY, TEXAS., BEING ALL OF THE TRACTS CONVEYED TO OWEN LH 120 LLC BY INSTRUMENTS OF RECORD IN DOCUMENT NUMBERS 2018107730 AND 2018074886 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Beginning at a 1"axel found at the base of cedar fence corner post on the westerly right-of-way of County Road 212 at the southeast corner of Saratoga Springs Section 2, for the Point of Beginning and northeast corner of the herein described tract;

Thence S 05 deg 45 min 57 sec W 330.87 feet to an iron rod found on the said right-of-way at the northeast corner of a 2.51 acre tract conveyed to Jose Anaya by instrument of record in Document No. 2011016083 OPRWC, for an easterly corner of the herein described tract;

Thence S 66 deg 35 min 46 sec W 550.76 feet to an ancient cedar fence corner post found at the northwest corner of a 2.0 acre tract conveyed to Cheryl Key by instrument of record in Document No. 9622337 OPRWC, for an interior ell corner of the herein described tract;

Thence S 26 deg 10 min 22 sec E 530.23 feet to an iron rod found at the southwest corner of the said 2.0 acre tract, being also on the northerly line of a 5.023 acre tract conveyed to William Swail by instrument of record in Document No. 2016055345 OPRWC, for the southeast corner of the herein described tract;

Thence along the south line of the herein described tract S 68 deg 52 min 40 sec W 695.63 feet and S 68 deg 52 min 38 sec W 252.13 feet to an iron rod found at the northeast corner of a 7.959 acre tract recorded in Doc. 2018107730, for and interior ell corner of the herein described tract;

Thence S 19 deg 44 min 58 sec E 1632.33 feet to a steel pipe fence corner found on the northerly right-of-way of County Road 207 at the southwest corner of a 5.596 acre tract conveyed to Larrie Hammack by instrument of record in Document No. 9623652, for the southmost southeast corner of the herein described tract;

Thence with the said right-of-way S 69 deg 12 min 11 sec W 90.02 feet to an iron rod set, for the southmost southwest corner of the herein described tract;

Thence with the westerly line of the said 7.959 acre tract the following courses and distances:
N 19 deg 44 min 58 sec W 245.54 feet to an iron rod set;
N 00 deg 40 min 31 sec E 85.97 feet to an iron rod set;
N 19 deg 44 min 58 sec W 541.29 feet to an iron rod set for an interior ell corner;
S 72 deg 26 min 54 sec W 319.93 to an iron rod set on the east line of a 33.212 acre tract conveyed to David McCasland by instrument of record in Document No. 2016042237, for a southwesterly corner of the herein described tract;

Thence N 19 deg 42 min 52 sec W 739.59 feet to an iron rod found at the northeast corner of the said 33.212 acre tract, being also on the southerly line of a 105.257 acre tract conveyed to Owen LH 120 LLC by instrument of record in Document No. 2018074886, for an interior ell corner of the herein described tract;

Thence S69 deg 22 min 29 sec E 406.20 feet to an iron rod found at the northeast corner of a 61.877 acre tract recorded in Doc. 2009088126, for a point on the southerly line of the herein described tract;

Thence S 69 deg 23 min 00 sec W 1637.77 feet to an iron rod found at the southeast corner of a 129.11 acre tract conveyed to Brannen Ranch and listed in WCAD as R023098, for the southwest corner of the herein described tract;

Thence N 21 deg 53 min 17 sec W 1988.13 feet to an iron rod found at the northeast corner of the said 129.11 acre tract, for the northwest corner of the herein described tract;

Thence N 68 deg 10 min 45 sec E 1348.54 feet to an iron rod found at the base of a 13 inch oak tree at the northwest corner of a 10.016 acre tract conveyed to Judith McDaniel by instrument of record in Document No. 2011088184 OPRWC, for the northmost northeast corner of the herein described tract;

Thence S 20 deg 54 min 33 sec E 1149.41 feet to an ancient cedar fence corner post found at the southwest corner of the said 10.016 acre tract, for an interior ell corner of the herein described tract;

Thence N 69 deg 04 min 01 sec E 2706.49 feet to the Point of Beginning, containing 113.487 acres of land, more or less.

- GENERAL NOTES:
1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.
 2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
 3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
 4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
 5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
 6. THIS PLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE DEED RESTRICTONS RECORDED IN DOCUMENT NO. IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 7. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
 8. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.
 9. EXISTING SLOPES ARE 0% – 15%.
 10. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH A TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
 11. THE USE OF CONCRETE "DIP TYPE" DRIVEWAYS IS ENCOURAGED. THE MAXIMUM GRADE BREAK AT THE VERTICAL LOW POINT OF INTERSECTION SHALL BE 15% (9" RISE OR FALL IN 10 FEET). CONCRETE WILL BE 3000PSI WITH A MINIMUM THICKNESS OF FOUR INCHES. MINIMUM REINFORCEMENT SHALL BE #3 AT 18" OCEW. AS AN ALTERNATIVE, A DRIVEWAY DRAINPIPE WITH A MINIMUM SIZE OF 18" ROUND OR 21"x15" ELLIPTICAL AND A MINIMUM LENGTH OF 22 FT. WILL BE ACCEPTABLE. DRIVEWAY DRAINAGE SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER.
 12. BUILDING SETBACKS SHALL BE 25 FEET ALONG STREET RIGHT-OF-WAYS AND 10 FEET ALONG ALL SIDE AND REAR LOT LINES.
 13. ALL SIDEWALKS ARE TO MAINTAINED BE EACH OF THE ADJACENT PROPERTY OWNERS.
 14. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 212, THE ADJACENT COUNTY ROAD.

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

THAT OWEN LH 120 LLC, BEING THE SOLE OWNER OF THE 113.487 ACRES OF LAND SITUATED IN THE JF WEBBER SURVEY ABSTRACT NO. 654, WO STUBBLEFIELD SURVEY ABSTRACT NO. 842, JH WILLIAMS SURVEY ABSTRACT NO. 669 AND THE LEWIS WILLIAMS SURVEY ABSTRACT NO. 920 IN WILLIAMSON COUNTY, TEXAS., BEING ALL OF THE TRACTS CONVEYED TO OWEN LH 120 LLC BY INSTRUMENTS OF RECORD IN DOCUMENT NUMBERS 2018107730 AND 2018074886 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "NORTH HAVEN", AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ALL EASEMENTS, STREETS AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20 ____ A.D.

BY: _____
JOE OWEN
OWEN LH 120 LLC
13760 NOEL ROAD, SUITE 800
DALLAS, TEXAS 75240

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

WITNESS MY HAND AND SEAL THIS THE _____ DAY OF _____, 20 _____, A.D.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

_____, MY COMMISSION EXPIRES ON _____
PRINTED NAME OF NOTARY

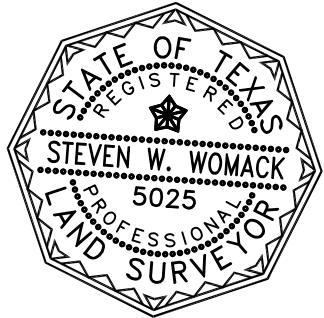
WITNESS MY HAND THIS THE _____ DAY OF _____, 20 ____ A.D.

NO LOT IN THIS SUBDIVISION IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP). COMMUNITY PANEL No. 480453C0550F EFFECTIVE DATE, MARCH 15, 2012, FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Curtis R. Steger, P.E. (TX 87905) Date
Steger Bizzell (F-181)
1978 South Austin Avenue
Georgetown, Texas 78626
512.930.9412

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.



STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025 DATE

Steven Warner Momack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

North Haven

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 05/14/19
REVISED: _____ DISK: _____
DRAWN BY: C.P.
FILE NAME: 18-001 PLAT
APPROVED BY: S.W.
PROJECT NO.: 18-001

SHEET

7

OF 7

Commissioners Court - Regular Session**33.****Meeting Date:** 10/29/2019

New Member Recognition

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

Information**Agenda Item**

Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

Background

Williamson County EMS would like to recognize our newest members and their successful completion of the training academy.

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: Michael Knipstein

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 08:42 AM

Started On: 10/17/2019 07:11 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 10/29/2019

Approving Texas A&M AgriLife Extension Agent - 4-H & Youth Development

Submitted By: Katherine Whitney, Extension Service**Department:** Extension Service**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Hilary Paige McClellan as the Texas A&M AgriLife Extension Service - 4-H & Youth Development Extension Agent.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Hilary McClellan Resume](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katherine Whitney

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 10:59 AM

Started On: 10/24/2019 08:56 AM

Hilary Paige McClellan

OBJECTIVE

To obtain employment in the wildlife industry.

SUMMARY OF SKILLS

- 17 years of tracking and outdoor experience individually and in a group setting
- 13 years of equine and bovine handling
- 8 years of working with the public
- Ability to work with people who come from a variety of backgrounds
- Barn maintenance, forage, and barn schedule experience

EDUCATION

Bachelor of Science in Animal Production,
Tarleton State University, Stephenville TX

December 2017

HONORS

Member, National Collegiate Honors Society, Tarleton State University,

December 2016

CERTIFICATIONS

CPR Certified

First Aid Certified

RELATED EXPERIENCE

Substitute Teach, Frisco ISD and Lovejoy ISD

August 2018- Present

- Taught K- 12 Grade
- Kept students organized and task focused
- Maintained order in the classroom
- Made sure students worked efficiently and affectively
- Made sure students met deadlines when they were supposed to
- Followed teacher plans while they were out of the classroom
- Subbed in General Education and SPED Classes

Volunteer, Manegait Therapeutic Horsemanship McKinney, TX

August 2015- August 2016

- Tasked with preparing horses for the ride
- Assisted with barn chores
- Aided riders with mounting and unmounting the horse
- Ensured dietary need were met for 20+ horses
- Side walked with horse and rider
- Lead horse for rider
- Overlooked independent rides
- Maintained feeding schedules
- Provided a safe environment for both humans and animals during the course of my time on site

Student Worker, Texas A&M Research and Extension Center Stephenville, TX

May 2007- August 2009

- Charted information for research studies
- Built and fixed fencing
- Gathered samples for research studies
- Hauled hay
- Maintained barn
- Ensured worker and animal safety in all aspects of the job

COURSES

Agriculture Economics

Agriculture Sales and Services

Agronomy

Animal Disease and Parasites

Genetics

Research and Writing

Statistics

Wildlife Habitat and Range Management

OTHER EXPERIENCE

Family Readiness Group Leader, US Army Reserves

January 2011 – January 2017

Hilary Paige McClellan

REFERENCES

Sarah Dobbins
Volunteer Coordinator
Manegait Therapeutic Horsemanship
sdobbins@manegait.org
(469)422-6376

Diana Hudson
FRSA
US Army Reserves
Dianna.r.hudson.civ@mail.mil
(972)287-0369

Dr. Barry Lambert
Dean of Graduate Studies
Tarleton State University
blambert@tarleton.edu
(254) 485- 532

Commissioners Court - Regular Session**35.****Meeting Date:** 10/29/2019

Approving Texas A&M AgriLife Extension Agent - Agriculture

Submitted By: Katherine Whitney, Extension Service**Department:** Extension Service**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Gary Pastushok as the Texas A&M AgriLife Extension Service - Agriculture Extension Agent.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Gary Pastushok Resume](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katherine Whitney

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 11:02 AM

Started On: 10/24/2019 09:03 AM

GARY PASTUSHOK

Physical Address:

**1043E - 1st Avenue North
Columbus, Montana 59019**

Snail Mail:

PO Box 1502, Columbus, Montana 59019

PROFESSIONAL SUMMARY – Ag Scientist and Plant Industry Director

Accomplished agricultural and biological research scientist, employed by several of the world's premiere Agricultural Chemical companies, State and Provincial Agencies. Developed excellent working relationships and agronomic expertise in cross-functional domestic and international work groups (Cropping Sectors; Cereals, Seeds and Seed Treatment, Sunflowers, Pulse Crops, Oilseed Crops, Corn, Sugar beets, and Potatoes; and Natural Resource sectors) .

Key strengths include:

- **Highly Skilled Agricultural and Natural Resource Specialist.** Technical expert in the conduct of herbicide, insecticide, fungicide, entomology, seed treatment, growth regulators, soil studies and GLP Regulatory Trials (APHIS and EPA/PMRA), including Pesticide Applications and Field/Greenhouse Inoculation Techniques. Responsible for report writing, label management for State/University Extension recommendations. Organized and capable in managing large and very diverse field trials programs and training interns. Managed grants (up to \$600K/yr) to support testing programs by Federal, University and Private Contractors across Montana, Dakotas and Minnesota. Received accolades for scientific excellence in GMO, Regulatory, and Efficacy trials.
- **Results Driven and Innovative.** Developed a deep base of agronomic experiences in; project management, generating efficacy data, product label writing management, Regulatory and Environmental studies, and Product Sales-Support experiences. Very familiar with the crops grown across the Northern USA and Western Canada. Developed hundreds of field protocols and detailed project summaries. Generated summaries and presentations on up to 26 National Research projects annually. Work well under tight timelines, long hours over a wide geography.
- **Responsible and Self Motivated**, Routinely work without any direct supervision, but also enjoy collaborating in teams, interacting with growers, the general public and research communities. Safety conscious in all aspects of field work.
- **Technical Liaison** to State and Federal Agricultural Specialists and to Sales and Marketing staff regarding product recommendations and label updates. Experienced in making technical presentations to the general Public..
- **Leadership as a State Ag Division Director and Field Inspector**, Lead and assisted a team of 6 State Biological Specialists involved in nursery inspections, noxious weed

management, soil pathogens, weed-free forages, apiary, commodity export certifications, and pilot programs on the agronomy and marketing of industrial hemp and other State regulatory concerns. Worked closely with USDA-ARS to manage invasive species [i.e. emerald ash borer imported on quarantined firewood, and Japanese beetles harbored in infested nursery stock imported through supplier stock]. Conducted State field and nursery inspections. Granted nursery business and export crop certifications, installed monitoring traps for exotic insects in natural forest environments, and surveyed for Japanese beetle in nursery stock.

- **Other Natural Resources Experience.** Formal Plant Ecology Training and Practical Experience

Conservation Instructor, Manitoba Forestry Association, instructed school groups/teachers/general public on forest fire detection and prevention, reforestation efforts, tree species and forest ecology. University Herbarium assistant. Ag Weeds lab instructor.

Bog (Peat) Surveyor, Manitoba Government Dept of Mines, Resources and Environmental Mgmt; worked in a small team sampling and delineating the peat moss (*Sphagnum*) resources of Southern Manitoba. Surveyed, soil cored and identified bog vegetation, and conducted a separate scientific study on the spatial distribution of bog plant species.

SKILLS and CERTIFICATIONS

Certified Commercial Pesticide Applicator (ND)
CPR and 1st Aide Certified
GLP Trained
USDA APHIS Field Trials Regulatory Trained
IT Security Trained
Time Management Training
Presentation Skills Training
Detailed and organized

Safe Driver Training
Ag Research Manager Training
Hazard and Safety Trained
Team Player, Collaborative.
Apache Open Office Suite
MS Office Suite
Technical Writing Skillset

DETAILED WORK EXPERIENCES

Plant Industries Division Director – North Dakota Dept Agriculture 2016-17

- Supervised 6 plant specialists on State regulatory efforts including: horticultural nurseries inspections, pest surveys, certifying and licensing facilities exporting highly-refined commodities; directing and generating the reports and presentations for the on-farm industrial hemp pilot program, noxious-weed programs, apiary licensing, certifying weed-free forages, and monitoring for invasives. Collaborated with USDA-ARS APHIS and State Scientists to curb invasive species spread including ash borers, sugar beet nematodes, invasive species (Palmer amaranth) contaminated seedlots, Japanese beetles infesting imported nursery stock, developed strategies to destroy infested firewood, and worked with NDSU Extension to develop a strategy to contain infested soil spread with Club root disease.
- Investigated and developed reports on several public complaints regarding commercial

apiary conduct leading to litigation proceedings; investigated illegal cross border transport of ash borer infested firewood, assisted in exotic pest surveys and nursery inspections, trapping Japanese beetles in nurseries, collaborated with Minnesota Ag on noxious weed (Palmer amaranth) seed contaminants in NRCS conservation seed mixtures. Conducted facility inspections and generated reports on findings. Authored the technical report and slide set for the 2016 regulated industrial hemp pilot Program NDAA.

[www.nd.gov/ndda/sites/default/files/resource/2016%20NDAA IndustrialHempPilotResearchSummary_Final %20\(RSS\).pdf](http://www.nd.gov/ndda/sites/default/files/resource/2016%20NDAA%20IndustrialHempPilotResearchSummary_Final%20(RSS).pdf)

Senior Scientist -- SYNGENTA Crop Protection [MN, ND, MT] 2001-15

- Designed and implemented Field and Greenhouse R&D and Marketing Support Trials on proprietary agricultural products. Field trials developed to determining the efficacy of pesticides including herbicides, seed treatments, fungicides, insecticides and plant growth regulators. Innovative aptitude in developing inoculated/infestation/survey techniques against a range of agronomic pests.
- GLP APHIS Regulatory field trial coordinator (FPC) – worked with counterparts on the development of GMO crops, including wheat, soybeans, canola, and corn. Experienced in applications and sampling soils and plant materials under Federal Regulatory oversight to assess the dissipation of pesticides in the environment.
- Hired and trained many temporary staff, established R&D protocols and administered Sales Support funds to Federal and State Scientists collaborated in North Dakota, Montana, South Dakota and Minnesota. Ran a large and diverse annual workload of over 120 individual trials/yr supported by an external funding budget of up to \$600K. Responsible for reviewing and updating the Product recommendations for State Extension Publications.
- Lead scientist for product development in spring cereals and pulse crops. Special emphasis on foliar disease management with fungicides, and combinations (insecticide/fungicide), and control of seed /soil borne pathogens and insects.. Field project coordinator for up to 26 projects per year on pulse crops, canola, sugar beet, potatoes and spring cereals.
- Coordinated trials and common protocols with Canadian Scientists and Discovery Teams in the EU.

Senior Field Biologist/Scientist - ZENECA Agro (Canada) 1988-2001

- Ran a large efficacy and GLP regulatory field program in Canada. Lead several business critical projects on developing new herbicides and fungicides in consort with EU Scientists. Directly managed 2-4 field interns/year.
- Promoted to Senior Scientist and transferred to USA in 1999. Territory included all or parts of MT, ND, SD and MN. Technical launches of new graminicides and foliar/seed treatments across a wide range of crops including beets, potatoes cereals, pulses and canola. Other responsibilities included developing the field promotion activities venues/training for Sales, Growers and University Extension. Investigated several large product complaints and aerial drift issues.
- USA rep to the Canada Regulatory Group - GLP Delegate, and rep to the Herbicide Resistance Action Committee (HRAC-FOP/DIM Sub-Group).

Western Canada Technical Rep -- Stauffer Chemicals (Canada) 1985-87

- Technical Specialist covering all of Western Canada. Key responsibilities were to develop the entire Field R&D and Sales Support program for Western Canada, including all internal and external trials; train summer interns, and compile project data summaries for product registrations and make technical presentations.
- Technical expert for grower Performance Inquiries/Complaints. Involved in confrontational situations with growers involving product failures and negotiations on behalf of our National Distributor.
- Developed new expertise working on row crops (potatoes, forages, corn, veggies, vines, and fruit trees).

Technical Representative -- BAYER Crop Science (SK, Canada) 1980-85

- Product Development, Field R&D and GLP Regulatory Trial specialist conducting Residue and Environmental Fate field trials over a wide range of pesticide products
- Established Sales Support Training Demos, Handled Complaints, made cold calls (Sales) to Growers, manned Trade Show booths, and made many technical presentations to Growers and Dealers; made professional society presentations at the including Weed Science Society (WSSA) and Expert Committee on Weeds (ECW); University Extension and to Government Influencers
- Developed strong technical expertise in the conduct of pest management trials in specialty (Pulse) crops, canola and cereals on seed treatments, entomology, fungicides, and weed control. Gained additional experiences on pest control in vegetables, grapes and tree fruits in British Columbia.
- Assigned to special projects to screen new compounds in the field, and conducted several environmental fate trials to collect samples to support pesticide registrations.

EDUCATION

- **Master of Science in Agriculture- Soil Science** -- University of Saskatchewan 1982
Thesis Title; "Incorporation of Triallate Granules"
- Wild Oat management project between the Soil and Crop Science Departments
- **Bachelor of Science - Botany** -- University of Manitoba. Plant Ecology 1977
Original research on the spatial distribution of *Sphagnum* species in peat bogs

PUBLICATIONS

- Incorporation of triallate granules for wild oat control under dry conditions. Soil and Tillage Research. 11/1985; 6(2):139-147.
- Triallate granules for wild oat control in dry soil. J Env Science and Health A01/1985;20(4):419-426.

OTHER WORK EXPERIENCES

- Weed-ID Lab Assistant -- Ag College Taxonomy - University of Saskatchewan

- Herbarium Assistant – Mounted plant collections – Dept Botany, University of Manitoba
- Peat Bog Resources - Plant Survey - Manitoba Government, Geology Branch
 - vegetation classification, mapping, soil core sampling, analysis of soil cores
- Conservation Program Ecology Instructor – Manitoba Forestry Association
 - Instructed Teachers and Secondary Students on plant ecology, conservation, forest fire detection and suppression techniques
 - captured and mounted small mammal and insect specimens for the Forestry Museum
- Letter Carrier – Canada Post
- Hockey Rink Supervisor – City of Winnipeg, Parks and Recreation

OTHER INTERESTS / ACTIVITIES

- Enjoy outdoor pursuits including Horticulture, Camping, Hiking, Travel, Fly-fishing and Exploring
- National and Regional Table Tennis Competitions,
 - Volunteer Certified Level 1 Coach
 - 2019 - 5 medals at Montana Big Sky State Games (1 Gold, 3 Silver, 1 Bronze)
 - Defending MT State Champion Sr. Games 3 years and SD-1 Year
 - Titles Senior Games Tournaments Mens Singles Champion Manitoba, Montana
 - 2017 – USA National Top 8 Ranked Sr. Olympic Games, Birmingham AL
 - 2019 – USA National Sr Games Qualifier, Albuquerque, NM
- Secretary, Saskatchewan Table Tennis Association (STTA)
- Secretary, Executive Board - Hamlet Iroquois Lake, Rural Municipality of Leask, Saskatchewan

REFERENCES – PROFESSIONAL CONTACTS

- **Dr. Rebecca Larson** current VP, Chief Scientist and Gov Affairs (Western Sugar Cooperative) Former Supervisor, Head Diverse Field Crops (DFC) Syngenta) 7555 East Hampden Avenue, Ste 600, Denver, CO 80231 303-830-3939 rlarson@westernsugar.com
- **Mr. Peter Forster** - Senior Scientist- Peer- Syngenta Crop Protection, 35492 County Road 43, Eaton, CO 80615 (w) 970-396-7623 pete.forster@syngenta.com
- **Mr. Bruce Thomas** – Regional Sales Manager, Dupont Pioneer Central North Dakota Region bruce.thomas@pioneer.com (w) 701-269-1958
- **Mr. David Hirsch** - USDA-ARS APHIS 2110 Miriam Circle Bismarck, ND 58503 (w) 701-250-4469 david.c.hirsch@usda.gov

Commissioners Court - Regular Session**36.****Meeting Date:** 10/29/2019

Discuss, consider and take appropriate action of appointing a new County Fire Marshal

Submitted For: Chris Connealy**Submitted By:** Chris Connealy, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting the resignation of Marty Herrin as the Williamson County Fire Marshal due to his retirement and appointing Hank Jones as the successor Williamson County Fire Marshal to be effective October 29, 2019 and continuing thereafter for a two-year term ending October 29, 2021 pursuant to authority granted to the Williamson County Commissioners Court under Texas Local Government Code 352.011 & .012; and, further, take action on requiring Hank Jones to post an official bond in the amount of \$10,000 pursuant to Texas Local Government Code 352.012.

Background

Williamson County Fire Marshal Marty Herrin is retiring from the County and Hank Jones is being appointed the successor Williamson County Fire Marshal effective October 29, 2019.

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: Chris Connealy

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 03:45 PM

Started On: 10/17/2019 02:46 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 10/29/2019

Indigent/Abandoned Burial

Submitted For: Bill Gravell**Submitted By:** Melissa Goins, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any necessary action to approve order for interment of deceased (Daniel A. Conner) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been an inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsOrder for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Melissa Goins

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 10:19 AM

Started On: 10/23/2019 01:15 PM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING FUNDING FOR INTERMENT
OF DECEDENT'S REMAINS
(Daniel A. Conner)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Daniel A. Conner (SSN xxx-xx-9180) passed away on October 3, 2019 at the age of 53 in Justice of the Peace, Pct. 1 of Williamson County, Texas at his place of residence, 10015 Lake Creek Pkwy, Apt. #718, Austin, Texas 78729. The Justice of the Peace, Pct. 1 is the magistrate ordering interment and requesting funding for same as there are no persons who have come forward with legal standing to inter the remains.

The Court finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned and sufficient time has

passed for interment to move forward.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of October, 2019.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session**38.****Meeting Date:** 10/29/2019

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: 09/18/2019

Reviewed By

Andrea Schiele

Date

09/18/2019 03:28 PM

Started On: 09/18/2019 12:21 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 10/29/2019

Cancellation of Commissioners Court

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take action on canceling Commissioners Court on November 12, 2019.

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. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 10/22/2019

Reviewed By

Andrea Schiele

Date

10/22/2019 01:45 PM

Started On: 10/22/2019 01:15 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 10/29/2019

benefits change

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on changes to the Williamson County retiree rate calculations regarding years of service.

Background

The current rate tiered system consists of a grandfathered group who retired prior to 2/2013, employees with 8 to 15 years of service, and employees with 16+ years of service. We are recommending the tiers and rates remain the same, but the method to calculate years of service changes to allow for breaks in service. Currently the years of service are based on continuous years of service before your retirement date. We would propose to allow previous service dates to be considered, after the employee has worked 8 continuous years before retirement.

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: Rebecca Clemons

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 10:47 AM

Started On: 10/23/2019 04:37 PM

Commissioners Court - Regular Session**41.****Meeting Date:** 10/29/2019

JVS Donation BA Rev 10.29.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Laurel Ridge Treatment Center donated \$1,000 to Williamson County Juvenile Services for the purchase of food for the Health in School Conference.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$1,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/22/2019

Reviewed By

Andrea Schiele

Date

10/22/2019 01:47 PM

Started On: 10/22/2019 09:41 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 10/29/2019

JVS Donation BA Exp 10.29.19

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Laurel Ridge Treatment Center donated \$1,000 to Williamson County Juvenile Services for the purchase of food for the Health in School Conference.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	\$1,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/22/2019

Reviewed By

Andrea Schiele

Date

10/22/2019 01:48 PM

Started On: 10/22/2019 09:43 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 10/29/2019

Emergency Services Operations Center Power Outage on 10/16/19

Submitted For: Scott Parker**Submitted By:** Scott Parker, 911 Communications**Department:** 911 Communications**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Present and discuss the October 16, 2019 scheduled power outage for the Williamson County Emergency Services Operations Center.

Background

Present and discuss the operational impact, planning, and response of Emergency Communications, Emergency Management, Information Technologies, in partnership with Facilities related to the maintenance and related full power outage at the Emergency Services Operations Center on October 16th. This will include a brief overview of the continuity of operations planning, the challenges met during this time, and considerations for future events requiring modified operations at the ESOC.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Scott Parker

Final Approval Date: 10/23/2019

Reviewed By

Andrea Schiele

Date

10/23/2019 09:43 AM

Started On: 10/23/2019 09:14 AM

Commissioners Court - Regular Session**44.****Meeting Date:** 10/29/2019

Tenure Service Credit for PCN#1906 from DA Asset Forfeiture Account

Submitted By: Grace Frias, District Attorney**Department:** District Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving funding of tenure service credit pay for PCN# 1906 in the District Attorney's Office with funding from the District Attorney's Asset Forfeiture Funds for FY20.

Background

I have completed the posting, application, interview, and selection process necessary to hire the new Child Abuse Investigator. This new DA Sergeant Investigator is a tenured law enforcement position. The salary for this new position was set at L3-2, the minimum of the L3 tenure scale.

The selected candidate has a long and distinguished law enforcement career with Williamson County. Ms. Clemons has confirmed that the candidate's prior service credit would place him at L3-18 on the tenure salary chart in accordance with County Policy. Please refer to the Employee Policy Manual, Tenure Pay Scale Compensation Policies, Pages 28-30.

Even though County Policy allows the candidate to be hired at the L3-18 tenure salary step, my request is to hire the candidate at an L3-10 tenure salary step, allowing the candidate eight years prior service credit. My intention in requesting the L3-10 tenure salary step (instead of L3-18) is to acknowledge the ten-year minimum law enforcement experience required for a Sergeant Investigator in the District Attorney's Office and to avoid internal inequity with the other Sergeant Investigators who currently serve in the Office.

The only impediment to hiring this outstanding and exceptional candidate is an available funding source to pay the additional cost associated with prior service credit. The "loaded" salary difference between an L3-2 tenure step (\$85,348.16) and an L3-10 tenure step (\$98,717.85) is \$13,369.69. This candidate's value to the District Attorney's Office - and to the child victims who will be served by him - exponentially outweighs this cost. With the court's approval, I will fund 11 months of the \$13,369.69 additional cost of the prior service credit from the District Attorney Civil Forfeiture Account FY2019/2020 budget.

I cannot proceed with the hiring process through HR until the Court approves funding of the prior service credit.

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: Grace Frias

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 11:42 AM

Started On: 10/17/2019 10:29 AM

Commissioners Court - Regular Session

45.

Meeting Date: 10/29/2019

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.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

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: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 11:32 AM

Started On: 10/24/2019 11:26 AM

Commissioners Court - Regular Session**46.****Meeting Date:** 10/29/2019

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 Arcos
- i) Project Woods

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/24/2019

Reviewed By

Andrea Schiele

Date

10/24/2019 11:32 AM

Started On: 10/24/2019 11:19 AM