

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 19, 2019
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners 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 – 53)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004510	Facility Maint & Repair	\$880.00
To	0100.0509.004990	Solid Waste Mgmt/Recycling	\$880.00
From	0100.0509.005003	Equipment > \$5,000	\$1,200.00
To	0100.0509.003010	Computer Equipment < \$5,000	\$1,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	6000.00
To	0100.0576.004209	Cell Phone	3000.00

To	0100.0576.004211	Telephone	3000.00
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6. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Chev 1500 pickup, one (1) Chev 2500 van, five (5) Chev Tahoes, one (1) Chev Uplander van, two (2) Ford Crown Victorias, one (1) Bush Hog mowing deck, and one (1) Toro 328D mower, pursuant to Tx. Local Gov't Code 263.152.
7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance including one (1) Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.
8. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 11/13/2019 for the Williamson County Tax Assessor/Collector.
9. Discuss, consider and take appropriate action on approving property tax collections for the month of October 2019 for the Williamson County Tax Assessor/Collector.
10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
12. Discuss, consider, and take appropriate action to approve the County Attorney, October 2019 Monthly Report in compliance with Code of Criminal Procedure 103.005.
13. Discuss, consider and take appropriate action on authorizing the disposal of a movable house located in FM 972 Bartlett ROW through Auction, pursuant to Tx. Local Gov't Code 263.152 and Tx. Transp. Code 251.016.
14. Discuss, consider and take appropriate action on authorizing the purchase of three (3) Dodge Chargers in the amount of \$115,814.33 from Chrysler Jeep Dodge City of McKinney per BuyBoard Cooperative Contract #521-16 and upfitting from Defender Supply through Tarrant County Cooperative 2019-181.
15. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with Stalwart Productions, LLC. (Security/traffic control for film shoot on Nov. 22, 2019).
16. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with the Round Rock Woman's Club, Sweethearts Charity Organization (Security at dance on Dec 6th in Round Rock).
17. Discuss, consider, and take appropriate action on authorizing the purchase of one (1) Chevrolet Tahoe and upfitting in the amount of \$50,295.00 from Holiday Chevrolet per Tarrant County Cooperative contract #2019-014 and upfitting per Tarrant County Cooperative contract #2019-181.
18. Discuss, consider and take appropriate action on a Temporary Working Space Easement between Williamson County and the City of Austin on a portion of parkland (Lake Creek Trail), located west of Parmer Lane near the intersection of Parmer Lane and Sage Grouse Drive.

19. Discuss, consider and take appropriate action on the License and Use Agreement between Williamson County Texas and the Williamson County Livestock Association in relation to the granting of a license for WCLA's use of the Williamson County Exposition Center.
20. Discuss, consider and take appropriate action regarding the engagement of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. to provide legal representation to the Williamson County Sheriff's Office with respect to general employment law matters and workplace training; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
21. Discuss, consider and take appropriate action regarding the engagement of the law firm of Siebman Forrest Burg & Smith, LLP to provide legal representation to Williamson County relating to the appointment and compensation of court appointed attorneys; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
22. Discuss, consider and take appropriate action on authorizing the United Healthcare Insurance Company, Amendment No. 2, effective 1/1/20, for the same terms and conditions as the existing contract with the exception of the updated Excess Loss Insurance as shown in the attached Schedule of Benefits under Group Policy No. GA-911463AL.
23. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Milliman, Inc. to provide Consulting Actuary for Williamson County in the not-to-exceed amount of \$21,000.00 and authorizing execution of the agreement.
24. Discuss, consider, and take appropriate action on a resolution on behalf of Grand Avenue Flats Ltd. to the Texas Department of Housing and Community Affairs (TDHCA) confirming Williamson County's statement of "no objection" to the proposed Grand Avenue Flats development located on the northeast corner of FM 1325 and Tandem Road in Precinct 1.
25. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide installation services at the Justice Center in the amount of \$68,047.84, as per DIR contract #DIR-TSO-3698, and authorizing execution of the agreement.
26. Discuss, consider and take appropriate action on approving the Contract between Williamson County and Freeit Data Solutions, Inc. to approve a three (3) year subscription for Netwrix Auditor in the amount of \$ 66,605.28 and authorizing execution of the agreement.
27. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Mobile Wireless LLC to provide Annual Netmotion Diagnostic Maintenance for FY 20 in the amount of \$61,800.00 and authorizing execution of the agreement.
28. Discuss, consider and take appropriate action on exempting Environmental Systems Research Institute, INC (ESRI) from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Small Municipal and County Government Enterprise Agreement for the Williamson County and authorize the purchase and execution of agreement.
29. Discuss, consider and take appropriate action on exempting Stryker Medical from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for the Williamson County and authorize the purchase and execution of the agreement.

- 30.** Discuss, consider and take appropriate action on exempting Teleflex from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the sole provider for Arrow EZ-IO System supplies for the Williamson County and authorize the purchase.
- 31.** Discuss, consider and take appropriate action on approving a Maintenance Agreement for the Uninterruptible Power Supplies (UPS) in the ESOC in the amount of \$21,415.00 and exempting Unified Power from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.
- 32.** Discuss, consider and take appropriate action on awarding RFQ #2078 Parking Garage Limited Structural Assessment to the overall most qualified respondent Wiss, Janney, Elstner Associates, Inc. and authorizing execution of the agreement. This project is funded by Project P524.
- 33.** Discuss, consider and take appropriate action on awarding RFP #1978 Custodian and Sanitation Supplies and Services to the overall best respondent McLemore Building Maintenance, Inc. and authorizing execution of the agreement.
- 34.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between HNTB Corporation and Williamson County dated September 10, 2019 for Limestone Terrace.
- 35.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Prime Strategies, Inc. and Williamson County dated May 22, 2017 for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning & Design Services) for Williamson County Long Range Transportation Plan Corridor Program Management.
- 36.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Annual Fiscal Year Work Authorization No 6 under Williamson County Contract between Prime Strategies, Inc. and Williamson County dated May 13, 2014 for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning and Design Services) for Williamson County Road Bond Projects.
- 37.** Discuss, consider and take appropriate action on approving an Interlocal Cooperation Contract between The Capital Area Council of Governments (CAPCOG) and Williamson County for permitting software.
- 38.** Discuss, consider and take appropriate action on authorizing the extension of Crushed Granite contract 1711-196 for the same pricing, terms and conditions as the existing contract for term of December 5, 2019 - December 4, 2020, with Heartland Quarries, LLC.
- 39.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for General Engineering Consultant (Road and Bridge) under RFQ #2448.
- 40.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for General Engineering Consultant (Road Bond) under RFQ #2449.

41. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning and Design of Road Bond Projects under RFQ #2451.
42. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Williamson County Mokan Corridor Planning and Design under RFQ #2571.
43. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Williamson County Flood Plain Maps Update under RFQ #2572.
44. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Environmental Services under RFQ #2574.
45. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Traffic Engineering Services under RFQ #2576.
46. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Material Testing and Geotechnical Engineering Services under RFQ #2579.
47. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Surveying Services under RFQ #2586.
48. Discuss, consider and take appropriate on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Cement (AC-10) under IFB #2634.
49. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fall 2019 Fog Seal (Stonewall Ranch) under IFB #2396.
50. Discuss, consider and take appropriate action ratifying a lease between Williamson County and Brian and Tina Miller relating to the property located at 128 Estate Cove, Hutto, Texas, which was consummated pursuant to the terms of a real estate contract for the purchase of right-of-way for the SE Loop Project.
51. Discuss, consider and take appropriate action on approval of the replat of Lot 1A of the Braun Commercial subdivision – Precinct 2.
52. Discuss, consider and take appropriate action on approval of the preliminary plat for the Oak Bend Estates subdivision – Precinct 2.
53. Discuss, consider and take appropriate action on approval of the preliminary plat for the Blue Bird Estates subdivision – Precinct 4.

REGULAR AGENDA

54. Discuss, consider and take appropriate action on resolutions regarding Pancreatic & Prostate Cancers and recognizing the importance of awareness.

55. Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Achievement in Financial Reporting for Fiscal Year 2018 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2018 from the Government Finance Officers Association.
56. Discuss, consider and take appropriate action to approve the Williamson County Benefit Committee Terms and the reappointment of Jay Schade, Director of Technology Services and Cathy Mendoza, Chief Deputy District Clerk's new three-year term which will begin on January 1, 2020 and will expire on December 31, 2022.
57. Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety for Crime Laboratory Services to not exceed \$308,075.54 for FY20.
58. Discuss, consider and take appropriate action on approving the cancellation of the subscription agreement with ESO Solution, Inc.
59. Discuss, consider and take appropriate action on the FY2020 Services Agreement for the Statewide Automated Victim Notification Service
60. Discuss, consider and take appropriate action on a Kawasaki User Relations Loan Agreement between the Williamson County Sheriff's Office and Central Texas Power Sports-Georgetown for a 11 month loan term for a Kawasaki Pro XFT LE Mule.
61. Discuss, consider and take appropriate action to approve the projects and budgets for 2020 Capital Improvement Program and the 2015 Certificate of Obligation.
62. Discuss, consider and take appropriate action on approving to allocate \$12.0 million (\$7.0 from the General Fund budget and \$5.0 million from the Road & Bridge budget) for the Transportation Corridor Program to LTP ROW (P457) of \$3 million, Corridor C/SH29 Bypass (P459) of \$2 million, Corridor F/US183 (P461) of \$2.0 million, Corridor H/Sam Bass Road (P462) of \$3 million and Southeast Corridor (P463) of \$2.0 million.
63. 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 for unspent 2019 donation dollars for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	\$1,855.38

64. 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 for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA/State Law Enforc Training	\$294.08
	0100.0475.004229	CA/State Law Enforc Training	\$3,812.28
	0100.0551.004229	Const 1/St Law Enforc Training	\$4,448.04

	0100.0552.004229	Const 2/St Law Enforc Training	\$3,628.27
	0100.0553.004229	Const 3/St Law Enforc Training	\$9,803.05
	0100.0554.004229	Const 4/St Law Enforc Training	\$3,071.38
	0100.0560.004229	SO/St Law Enforc Training	\$32,739.57
	0100.0570.004229	Jail/St Law Enforc Training	\$7,413.56

65. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment for unspent 2019 donation dollars for the Sheriff's Office donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$38.55
	0100.0560.003671	Use of V.A. Donations	\$466.45

66. 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 for unspent 2019 donation dollars for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$6,361.79

67. 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 for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	\$33,325.80

68. 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 for unspent 2019 donation dollars for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$25.00

69. 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 for unspent 2019 donation dollars for the Justice of the Peace Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
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	0100.0452.003670	Use of Donations	\$23.50
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70. Discuss, consider and take appropriate action on the Fiscal Year 2020 Animal Shelter Donation Fund Budget.
71. Discuss, consider and take appropriate action regarding the County's debt financing plan.
72. Receive updates on the Department of Infrastructure projects and issues.
73. Receive and acknowledge the November 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
74. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 366 (Carlos G. Parker Blvd. to Chandler Rd) contract between Williamson County and Garver, LLC relating to the Road Bond Program. Project: P296. Funding Source: Road Bonds.
75. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$2,000,000 to CR 101 Phase I (P269) from 2013 Road Non-Departmental (P290) of \$1,000,000 and Corridor C (P459) of \$1,000,000.
76. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing.
77. Discuss, consider and take appropriate action on setting a public hearing on December 17, 2019 at 10:00 AM regarding proposed amendments to Appendix A - Platting Guidelines of the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.
78. Discuss, consider and take appropriate action on a Termination and Settlement Agreement with Dana Limited regarding tax abatement.
79. Discuss, consider and take appropriate action on an Order of the Williamson County Commissioners Court Approving a Construction Contract for a Roadway and Related Improvements Within the Avery Centre Road District #1.
80. Discuss, consider and take appropriate action on a Resolution for TXDOT AFA for Locally Funded Road & Bridge Improvement Project for a new bridge over SH 130 at Corridor C and a left turn lane at SH 29 and Corridor C.
81. Discuss, consider and take appropriate action on an Advance Funding Agreement with TXDOT for Locally Funded Road & Bridge Improvement Project On-System for design and environmental clearance for a new bridge over SH 130 at Corridor C, and the design and environmental clearance for left turn lane at SH 29 and Corridor C Phase 1, in Williamson County, Texas.
82. Discuss, consider and take appropriate action on an Order of the Williamson County Commissioners Court Approving Construction Contracts for the Roadways and Related Improvements Within the Somerset Hills Road District #3.

83. Discuss, consider and take appropriate action on a Real Estate Contract with Juan and Thelma Guzman for right of way needed on the SE Loop project (Parcel 18). Funding- Road Bond P463
84. Discuss, consider and take appropriate action on a Real Estate Contract with Henry and Jessica Tso for right of way needed on the SE Loop project (Parcel 10). Funding- Road Bonds P463
85. Discuss, consider and take appropriate action on a Real Estate Contract with Travis Dixon for right of way needed on the SE Loop project (Parcel 16). Funding- Road Bonds P463
86. Discuss, consider and take appropriate action on a Real Estate Contract with La Miraj, Ltd. for right of way needed on the Corridor C project (Parcel 5). Funding- Road Bonds P459

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)."

87. 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 SE Loop.
 - 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

- 88.** 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
- 89.** 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

- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

- 90. 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)

- 91. Discuss and take appropriate action concerning economic development.
- 92. Discuss and take appropriate action concerning real estate.
- 93. 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. 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
 - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
 - r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
 - s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

94. 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.
95. 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 15th day of November, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 11/19/2019

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for Solid Waste Mgmt/Recycling for quarterly grease trap cleaning and Computer Equipment <\$5,000 to replace damaged laptop.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004510	Facility Maint & Repair	\$880.00
To	0100.0509.004990	Solid Waste Mgmt/Recycling	\$880.00
From	0100.0509.005003	Equipment > \$5,000	\$1,200.00
To	0100.0509.003010	Computer Equipment < \$5,000	\$1,200.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 10/31/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

10/31/2019 08:42 AM

10/31/2019 09:01 AM

Started On: 10/30/2019 02:06 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 11/19/2019

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Juvenile Services is requesting a line item transfer of \$6,000.00 from Office Supplies to Cell Phone \$3,000.00 and Telephone \$3,000.00 to cover monthly expenses for the fiscal year. Due to an oversight during the budget process, no funding was requested for the Cell Phone and Telephone line items, this transfer would correct this issue.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	6000.00
To	0100.0576.004209	Cell Phone	3000.00
To	0100.0576.004211	Telephone	3000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

11/14/2019 10:33 AM

11/14/2019 12:27 PM

Started On: 11/14/2019 09:34 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 11/19/2019

VE Assets for Auction 11.19.19

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Chev 1500 pickup, one (1) Chev 2500 van, five (5) Chev Tahoes, one (1) Chev Uplander van, two (2) Ford Crown Victorias, one (1) Bush Hog mowing deck, and one (1) Toro 328D mower, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VE Assets for Auction 11.19.19

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 08:59 AM
11/14/2019 11:54 AM
Started On: 11/12/2019 11:46 AM

County VIN/Serial Number	1GCRCPE06CZ211154
Make	Chevrolet
License Plate	1136998
Year	2012
Model	1500
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SB1203
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	142,815 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/4/2019 11:20 AM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:38 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 3:38 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/6/2019 2:20 PM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 8:47 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	1154
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	277
Version	7.0
Attachments	True
Created	10/3/2019 3:22 PM
Created By	Micah Koite
Modified	11/6/2019 2:20 PM
Modified By	Mary Watson

County VIN/Serial Number	1GCFG25MX21234124
Make	Chevrolet
License Plate	41RRN9
Year	2002
Model	2500 VAN
Reason for Status Change	Other- See Comments
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SC0212
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Underutilized unit
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	old SWAT raid van, not practical for SWAT use and not utilized to full potential. 24,963 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/4/2019 11:19 AM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 9:09 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 3:49 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/6/2019 2:16 PM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 11:16 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	4124
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	278
Version	7.0
Attachments	True
Created	10/3/2019 3:27 PM
Created By	Micah Koite
Modified	11/6/2019 2:16 PM
Modified By	Mary Watson

County VIN/Serial Number	1GNLC2E02DR262345
Make	Chevrolet
License Plate	1156606
Year	2013
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SB1339
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	120,574 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 8/15/2019 8:57 AM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:20 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 10/25/2019 3:24 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/7/2019 10:17 AM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 8:24 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	2345
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	258
Version	9.0
Attachments	True
Created	8/15/2019 8:36 AM
Created By	Micah Koite
Modified	11/7/2019 10:17 AM
Modified By	Mary Watson

County VIN/Serial Number	1GNLC2E08DR262690
Make	Chevrolet
License Plate	1156603
Year	2013
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SB1329
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	121,504 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 1:25 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:55 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 4:03 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/5/2019 1:48 PM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 9:21 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	2690
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	272
Version	9.0
Attachments	True
Created	9/30/2019 12:41 PM
Created By	Micah Koite
Modified	11/5/2019 1:48 PM
Modified By	Mary Watson

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E09ER213516
Equipment/Door Number	SB1433
License Plate	1183403
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	119,948 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 1:25 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 4:06 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 9:07 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:49 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/5/2019 1:37 PM

Human Resources

Created by Williamson County Technology Services

County VIN/Serial Number	1GNLC2E00ER213534
Make	Chevrolet
License Plate	1183386
Year	2014
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SB1436
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	117,886 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 2:24 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 9:06 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 3:57 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/7/2019 9:59 AM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 9:23 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	3534
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	267
Version	8.0
Attachments	True
Created	9/30/2019 11:47 AM
Created By	Micah Koite
Modified	11/7/2019 9:59 AM
Modified By	Mary Watson

County VIN/Serial Number	1GNLC2ECXFR623818
Make	Chevrolet
License Plate	1218166
Year	2015
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SB1510
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	127,200 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 1:24 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:43 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 4:09 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/5/2019 2:14 PM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 9:05 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	3818
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	273
Version	9.0
Attachments	True
Created	9/30/2019 12:43 PM
Created By	Micah Koite
Modified	11/5/2019 2:14 PM
Modified By	Mary Watson

County VIN/Serial Number	1GBDV13W17D172876
Make	Chevrolet
License Plate	1175623
Year	2007
Model	Uplander
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SC0715
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	94,036 mi. CSI van needs repairs to steering and suspension
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/4/2019 3:03 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:41 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 4:13 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/6/2019 2:11 PM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 8:53 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	2876
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	279
Version	8.0
Attachments	True
Created	10/4/2019 1:49 PM
Created By	Micah Koite
Modified	11/6/2019 2:11 PM
Modified By	Mary Watson

County VIN/Serial Number	1FAHP2M88DG105799
Make	FORD
License Plate	1143922
Year	2013
Model	Police Interceptor
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SA1303
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	109,235 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 1:22 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 8:58 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 4:00 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/5/2019 2:49 PM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 9:22 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	5799
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	274
Version	9.0
Attachments	True
Created	9/30/2019 12:44 PM
Created By	Micah Koite
Modified	11/5/2019 2:49 PM
Modified By	Mary Watson

County VIN/Serial Number	2FABP7BV8BX137669
Make	Ford
License Plate	1336408
Year	2011
Model	Crown Victoria
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SA1111
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	133,708 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	11/19/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 8/12/2019 1:19 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/5/2019 9:13 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/1/2019 8:26 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/7/2019 8:33 AM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/4/2019 11:19 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	7669
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	255
Version	7.0
Attachments	True
Created	8/12/2019 10:59 AM
Created By	Micah Koite
Modified	11/7/2019 8:33 AM
Modified By	Mary Watson

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	510 - Parks
County VIN/Serial Number	1104785
Equipment/Door Number	2912
License Plate	N/A
Year	1991
Make	BUSH HOG
Model	268R Pull Behind Mowing Deck
Comments (mileage, mechanical issues, other info)	3PT SUPPORTS BROKEN, HUB ASSY. NO LONGER HOLDS OIL-REPAIR SEALS OBSOLETE
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Keith Geer 6/19/2019 8:20 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 9/20/2019 11:07 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 10/10/2019 4:40 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/1/2019 8:04 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/1/2019 10:47 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	510 - Parks
County VIN/Serial Number	230000358
Equipment/Door Number	PK 0317
License Plate	N/A
Year	2003
Make	TORO
Model	328D Mower
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Keith Geer 6/19/2019 8:19 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 9/20/2019 11:03 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 10/10/2019 4:37 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/1/2019 8:01 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/1/2019 10:42 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session**7.****Meeting Date:** 11/19/2019

VE Assets for Sale to Insurance 11.19.19

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance including one (1) Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset for Sale to Insurance 11.19.19

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 08:45 AM
11/14/2019 11:55 AM
Started On: 11/12/2019 11:47 AM

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	341 - Mobile Outreach
County VIN/Serial Number	1FM5K8AR2JGC17436
Equipment/Door Number	MB1891
License Plate	1370522
Year	2018
Make	FORD
Model	EXPLORER
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeanne Williby 9/24/2019 12:16 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Total loss declared by insurance. Sale to insurance
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/26/2019 10:26 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 10/10/2019 3:27 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 11/5/2019 11:57 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 11/12/2019 11:03 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session**8.****Meeting Date:** 11/19/2019

Property Tax Refunds – Over 2500 – Thru 11/13/2019

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 11/13/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments102419-111319 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:38 AM

Started On: 11/13/2019 03:19 PM



Date: November 13, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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

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

Thank you.

Main Office and Mailing Address:

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

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

Property Tax
Account QuickReport
As of November 13, 2019

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/31/2019	72535	VERONICA HAMILTON	R372513 - Duplicate payment	-7,680.40
Check	10/31/2019	72536	DORIS WELSH	R551521 - Overpayment	-2,964.03
Check	10/31/2019	72540	JAN B SHULMAN	R427483 - Overpayment	-2,514.18
Check	11/12/2019	72823	PARKWAY TITLE LLC	R573853 - Overpayment	-8,899.23
Check	11/12/2019	72826	SEDC DEVCO INC	R572207 - Overpayment	-12,366.95
Check	11/12/2019	72827	LERETA LLC	R468179 - Erroneous payment	-70,517.00
Total Refunds Payable - Taxpayers					-104,941.79
TOTAL					<u>-104,941.79</u>

Commissioners Court - Regular Session**9.****Meeting Date:** 11/19/2019

Property Tax Collections – October 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 collections for the month of October 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[100119-103119 GWI-RFM](#)[100119-103119 GWI-RFM Graph](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 11:29 AM

Started On: 11/14/2019 11:18 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
October 1-31, 2019

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	\$288,080,730.50	(\$14,424.46)	\$288,066,306.04	\$6,629,177.75	\$0.00	(\$5.04)	\$281,437,133.33	\$6,629,172.71	2.30%	2.30%	2.39%
2018 & Prior	\$2,372,220.70	(\$366.13)	\$2,371,854.57	\$175,277.84	\$44,143.04	\$1,212.94	\$2,195,363.79	\$176,490.78	7.44%	9.30%	
Rollbacks	\$365,097.69	\$78,594.38	\$443,692.07	\$43,243.74	\$0.00	\$0.00	\$400,448.33	\$43,243.74	9.75%	9.75%	
Total All	\$290,818,048.89	\$63,803.79	\$290,881,852.68	\$6,847,699.33	\$44,143.04	\$1,207.90	\$284,032,945.45	\$6,848,907.23	2.35%	2.37%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	\$27,355,408.62	(\$1,651.19)	\$27,353,757.43	\$628,543.71	\$0.00	(\$1.07)	\$26,725,214.79	\$628,542.64	2.30%	2.30%	2.39%
2018 & Prior	\$208,455.77	(\$35.66)	\$208,420.11	\$16,376.22	\$4,080.79	\$114.97	\$191,928.92	\$16,491.19	7.91%	9.87%	
Rollbacks	\$33,250.27	\$7,221.97	\$40,472.24	\$3,908.13	\$0.00	\$0.00	\$36,564.11	\$3,908.13	9.66%	9.66%	
Total All	\$27,597,114.66	\$5,535.12	\$27,602,649.78	\$648,828.06	\$4,080.79	\$113.90	\$26,953,707.82	\$648,941.96	2.35%	2.37%	

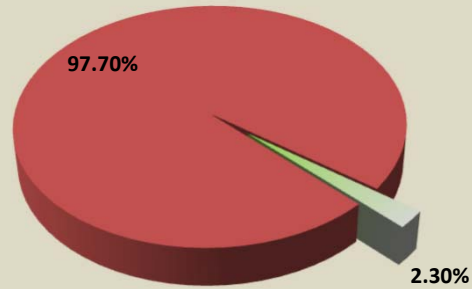
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	\$318,415,163.55	\$69,338.91	\$318,484,502.46	\$7,496,527.39	\$48,223.83	\$1,321.80	\$310,986,653.27	\$7,497,849.19			
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Year to Date Collection Report October 1-31, 2019

YTD Collected YTD Uncollected

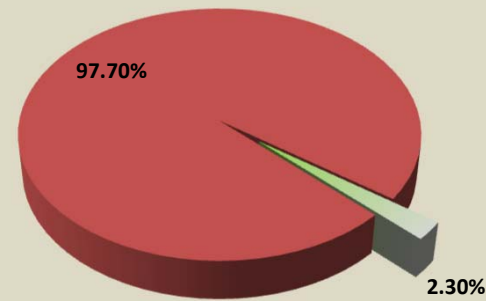
GW



Year to Date Collection Report October 1-31, 2019

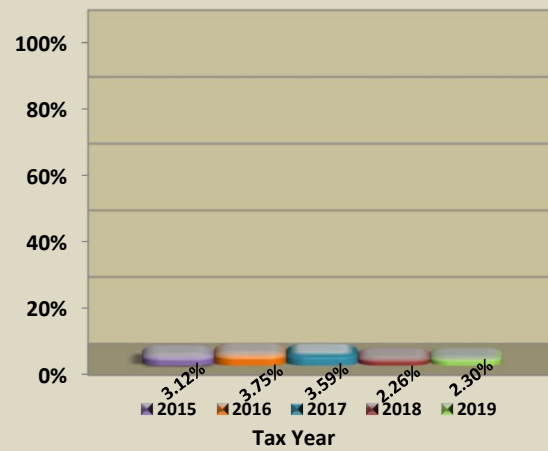
YTD Collected YTD Uncollected

RFM



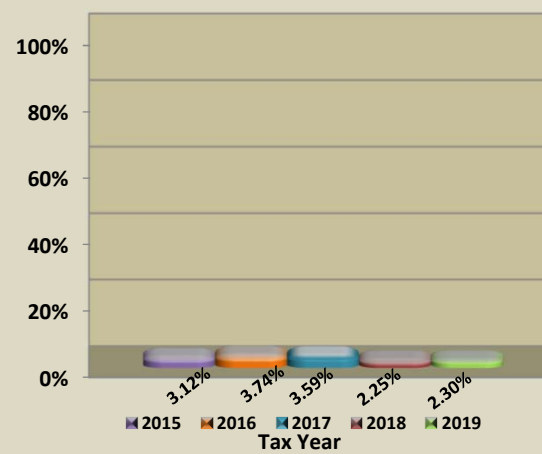
Percent of Roll Collected Comparison October 2015-2019

GW



Percent of Roll Collected Comparison October 2015-2019

RFM



Commissioners Court - Regular Session**10.****Meeting Date:** 11/19/2019

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: 11/14/2019

Reviewed By

Rebecca Clemons
Andrea Schiele

Date

11/14/2019 11:19 AM
11/14/2019 11:33 AM
Started On: 11/14/2019 10:28 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator I R&B.1591.001100.	15088	\$35,500.00	\$1,420.00	4.00	\$36,920.00	MERIT	29-Nov-19
County Attorney	CA Legal Assistant.0031.001100.	15110	\$41,218.05	\$1,648.71	4.00	\$42,866.76	MERIT	22-Nov-19
Juvenile Grant	Juv Prob Ofcr 2 Grant.1037.001100.	11067	\$55,115.82	\$1,653.48	3.00	\$56,769.29	MERIT	22-Nov-19
Unified Road Systems	Operator I R&B.1675.001100.	15109	\$35,500.00	\$1,420.00	4.00	\$36,920.00	MERIT	29-Nov-19
Juvenile Services	Juv Supervision Offcr I.1105.001100.	14850	\$36,533.95	\$1,461.37	4.00	\$37,995.32	MERIT	29-Nov-19
County Auditor	Asst Internal Audit Dir.0646.001100.	12641	\$72,777.90	\$2,911.22	4.00	\$75,689.12	MERIT	29-Nov-19

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0475	001100	1,648.71	
01	0100	0475	001130		1,648.71
01	0100	0495	001100	2,911.22	
01	0100	0495	001130		2,911.22
01	0100	0576	001100	3,114.84	
01	0100	0576	001130		3,114.84
01	0200	0210	001100	2,839.99	
01	0200	0210	001130		2,839.99

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
210: Road and Bridge	1608	vacant	n/a	n/a	\$104,418.60	\$67,518.27	\$36,900.33		Title/Grade/Position Budget change: Senior Engineer I (B.38) to Engineer Assistant (B.29). Reallocation of surplus funds to PCN 1590, 1494	11/29/2019
210: Road and Bridge	1590	vacant	n/a	n/a	\$46,977.32	\$64,392.87		\$17,415.55	Title/Grade/Position Budget change: From Operator III (B.21) to Engineer Assistant (B.29). Add surplus salary dollars from PCN 1608	11/29/2019
210: Road and Bridge	1494	vacant	n/a	n/a	\$44,908.09	\$64,392.87		\$19,484.78	Title/Grade/Position Budget change: From Admin Tech III (B.20) to Engineer Assistant (B.29). Add surplus salary dollars from PCN 1608	11/29/2019
210: Road and Bridge	1599	vacant	n/a	n/a	\$39,108.49	\$61,271.70		\$22,163.21	Title/Grade/Position Budget change: From Operator II (B.19) to Planner I (B.28). Add surplus salary dollars from PCNs 1608, 1502, 1751, 1517, 1532, 1519, 1555, 1557, 1570	11/29/2019
210: Road and Bridge	1608	vacant	n/a	n/a	\$67,518.27	\$64,392.87	\$3,125.40		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1502	14870	n/a	n/a	\$70,967.19	\$64,946.44	\$6,020.75		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1751	vacant	n/a	n/a	\$67,428.56	\$61,624.09	\$5,804.47		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019

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
210: Road and Bridge	1517	vacant	n/a	n/a	\$36,934.20	\$35,500.00	\$1,434.20		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1532	vacant	n/a	n/a	\$36,934.20	\$35,500.00	\$1,434.20		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1519	13184	n/a	n/a	\$36,254.40	\$35,500.00	\$754.40		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1555	15173	n/a	n/a	\$36,236.93	\$35,500.00	\$736.93		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1557	vacant	n/a	n/a	\$36,962.06	\$35,500.00	\$1,462.06		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
210: Road and Bridge	1570	vacant	n/a	n/a	\$36,923.55	\$35,532.75	\$1,390.80		Reallocation of surplus funds to PCN 1599 to fund the position reclass	11/29/2019
384: County Clerk Archives	0664	10593	\$61,203.22	\$51,121.66	\$61,203.22	no change			Title/Grade/Salary change: From Archive Division Manager (B.26) to Archives Coordinator (B.23). Due to reclass in duties the compensation and FLSA status will change for the current employee	11/29/2019

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
385: County Clerk Records	0689	vacant	n/a	n/a	\$42,000.00	\$ 43,671.81		\$1,671.81	Title/Grade/Position Budget change: From Office Administrator (B.22) to Assistant Chief Deputy (B.24). Due to reclass of duties the compensation and FLSA status will change. LIT to transfer available funds from 385 records fund will follow if approved	11/29/2019
499: Tax Assessor	1719	vacant	n/a	n/a	\$31,529.95	\$33,395.60		\$1,865.65	Add surplus funds from 1458 to accommodate a new hire starting salary	11/29/2019
499: Tax Assessor	1458	n/a	\$47,761.74	no change	\$59,640.77	\$57,775.12	\$1,865.65		Reallocation of surplus funds to PCN 1719	11/29/2019
560 Sheriff Office	1366	13412	\$63,651.07	no change	\$74,577.15	\$67,896.79	\$6,680.36		Reallocation of position funds from PCN 1366 to accommodate promotion increase to PCNs 1678, 1934, 1368	11/29/2019
560 Sheriff Office	1678	Vacant	n/a	n/a	\$68,897.90	\$71,681.44		\$2,783.54	Internal promotion: Add position surplus funds from PCN 1366 to accommodate tenure as per policy	11/29/2019
560 Sheriff Office	1934	Vacant	n/a	n/a	\$58,803.60	\$61,179.25		\$2,375.65	Internal promotion: Add position surplus funds from PCN 1366 to accommodate tenure as per policy	11/29/2019
560: Sheriff Office	1368	Vacant	n/a	n/a	\$76,068.92	\$77,590.09		\$1,521.17	Internal promotion: Add position surplus funds from PCN 1366 to accommodate tenure as per policy	11/29/2019

* Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**11.****Meeting Date:** 11/19/2019

Justice of the Peace 3 October 2019 Monthly Report

Submitted For: Evelyn McLean**Submitted By:** Mary Alcala, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJP#3 October 2019 CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:37 AM

Started On: 11/13/2019 04:16 PM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

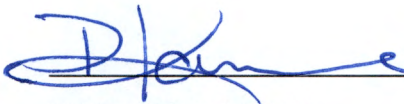
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October, 2019.



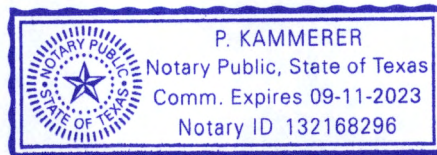
**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**



On this 5th day of NOVEMBER 2019, to certify which witness my hand and seal of office.



**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,868.48
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	6,990.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	935.60
0100 - General Fund Total:		12,794.08
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,871.20
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,122.72
0399 - State Agency Fund Total:		2,993.92
Fee Totals for All Funds:		15,788.00

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	37.00	16	0.00	0	0.00	0	37.00	16
CERT	Certified Copy	44.50	14	0.00	0	0.00	0	44.50	14
CONT3	Constable Service Fee Pct #3	6,090.00	68	0.00	0	0.00	0	6,090.00	68
EFF	Electronic Filing Fee	1,871.20	188	0.00	0	0.00	0	1,871.20	188
ISF	Indigent Legal Services Fee	1,122.72	188	0.00	0	0.00	0	1,122.72	188
JCF	Civil Filing Fee	4,402.98	177	0.00	0	0.00	0	4,402.98	177
JCTF	Judicial/Court Training Fee Due to State	935.60	188	0.00	0	0.00	0	935.60	188
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
SCFF	Small Claims Filing Fee	250.00	10	0.00	0	0.00	0	250.00	10
WGAR	Writ of Garnishment	25.00	5	0.00	0	0.00	0	25.00	5
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF3	JP3 - Writ Service Fee	900.00	6	0.00	0	0.00	0	900.00	6

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-filing Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	15,788.00	870	0.00	0	0.00	0	15,788.00	870

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	5.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	4,411.33
01-0100-0000-207029 - Florence PD Arrest Fees	L-004-3-01-0100-0000-207029: 01-0100-0000-207029 - Florence PD Arrest Fees	1.89
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	2,838.15
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	100.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	1,430.60
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,888.47
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	15.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	33.96
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,286.95
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	86,580.06
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	13.00
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	108.92
0100 - General Fund Total:		103,718.33
0353 - Teen Court Program Fees		
01-0353-0000-341916 - Teen Court Program Fees	L-004-3-01-0353-0000-341916: 01-0353-0000-341916 - Teen Court Program Fees	74.43
0353 - Teen Court Program Fees Total:		74.43
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	2,618.95
0360 - Courthouse Security Fund Total:		2,618.95
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	872.86
0361 - JP Security Fund Total:		872.86
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
0365 - Child Safety Fund Total:		25.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	4,364.50
0367 - JP-3 Truancy Program Fund Total:		4,364.50
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	3,491.88
0372 - Justice Court Technology Fund Total:		3,491.88
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	1,685.56
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	33,794.46
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	3,379.21
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	5,068.88
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	3,151.06
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	63.51
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	11,145.19
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1,689.68
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	70.90
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,854.99
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,996.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	1,517.86
0399 - State Agency Fund Total:		65,417.30
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	500.00
JP BOND Total:		500.00
Fee Totals for All Funds:		181,083.25

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	4.67	2	0.00	0	0.00	0	4.67	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	2,782.50	650	0.00	0	0.00	0	2,782.50	650
AFFPD	Arrest Fee - Florence Police Department (CCP 102.011)	1.89	1	0.00	0	0.00	0	1.89	1
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	170.00	36	0.00	0	0.00	0	170.00	36
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	1,399.81	335	0.00	0	0.00	0	1,399.81	335
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	33,794.46	1,006	0.00	0	0.00	0	33,794.46	1,006
CFINE	County Fine	86,580.06	797	0.00	0	0.00	0	86,580.06	797
CHS	Courthouse Security Fee (CCP 102.017)	2,618.95	1,027	0.00	0	0.00	0	2,618.95	1,027
CHSJC	JP Security Fee (CCP 102.017)	872.86	1,026	0.00	0	0.00	0	872.86	1,026
COLLFEE	Collection Agency Fee	4,411.33	97	0.00	0	0.00	0	4,411.33	97
CRFEEOVER	Criminal Overpayment Fee	100.00	1	0.00	0	0.00	0	100.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	2,695.20	42	0.00	0	0.00	0	2,695.20	42
DIS	Dismissal Fee	600.00	59	0.00	0	0.00	0	600.00	59
DSC	Driver's Safety Course Fee (CCP 45.0511(f))	1,822.98	186	0.00	0	0.00	0	1,822.98	186
FNTC1	Child Safety Seat Fine Trauma Center	70.90	2	0.00	0	0.00	0	70.90	2
IDF	Indigent Defense Fee (LGC 133.107)	1,689.68	994	0.00	0	0.00	0	1,689.68	994
JCTF	Justice Court Technology Fee (CCP 102.0173)	3,491.88	1,027	0.00	0	0.00	0	3,491.88	1,027
JF	Jury Fee	0.48	3	0.00	0	0.00	0	0.48	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	3,379.21	994	0.00	0	0.00	0	3,379.21	994
JFTA	Jury Failure To Appear	108.92	3	0.00	0	0.00	0	108.92	3
JS	Jury Summons Fee	0.80	3	0.00	0	0.00	0	0.80	3
JTP	Juvenile Truancy Program (CCP 102.0174)	4,364.50	1,026	0.00	0	0.00	0	4,364.50	1,026
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	842.78	985	0.00	0	0.00	0	842.78	985
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	842.78	985	0.00	0	0.00	0	842.78	985
JUSFC	Judicial Support Fund - County (LGC 133.105)	506.86	994	0.00	0	0.00	0	506.86	994
JUSFS	Judicial Support Fund - State (LGC 133.105)	4,562.02	994	0.00	0	0.00	0	4,562.02	994

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
LT10	Overpayments < \$10	13.00	2	0.00	0	0.00	0	13.00	2
MVF	Moving Violation Fee (CCP 102.022)	63.51	736	0.00	0	0.00	0	63.51	736
OMNI	OMNI Fee	371.02	86	0.00	0	0.00	0	371.02	86
OMNIC	OMNI Fee - County	247.32	86	0.00	0	0.00	0	247.32	86
OMNIS	OMNI Fee - State	1,236.65	86	0.00	0	0.00	0	1,236.65	86
SFC1	Service/Arrest Fee - Const. 1	15.00	2	0.00	0	0.00	0	15.00	2
SFC2	Service/Arrest Fee - Const. 2	33.96	3	0.00	0	0.00	0	33.96	3
SFC3	Service/Arrest Fee - Const. 3	25.80	8	0.00	0	0.00	0	25.80	8
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	1,996.00	8	0.00	0	0.00	0	1,996.00	8
SFOC	Service Fee - Out of County	10.00	2	0.00	0	0.00	0	10.00	2
STF	State Traffic Fee (TC 542.4031)	11,145.19	406	0.00	0	0.00	0	11,145.19	406
TCPF	Teen Court Program Fees - Juvenile (CCP 45.052(g))	74.43	7	0.00	0	0.00	0	74.43	7
TP	Time Payment Fee	1.32	1	0.00	0	0.00	0	1.32	1
TPC	Time Payment Fee - County	251.19	57	0.00	0	0.00	0	251.19	57
TPS	Time Payment Fee - State	1,265.35	199	0.00	0	0.00	0	1,265.35	199
TPWF	Texas P&W Fine	2,838.15	30	0.00	0	0.00	0	2,838.15	30
UFA	Uniform Traffic Act (TC 542.403)	1,759.81	678	0.00	0	0.00	0	1,759.81	678
WARC3	Warrant Fee - Constable Pct. 3	1,255.68	47	0.00	0	0.00	0	1,255.68	47
WCSO	Williamson County Sheriff	30.79	4	0.00	0	0.00	0	30.79	4
WFDPS	Warrant Fee - DPS	198.56	7	0.00	0	0.00	0	198.56	7

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2019 - 10/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	181,083.25	15,734	0.00	0	0.00	0	181,083.25	15,734

Commissioners Court - Regular Session**12.****Meeting Date:** 11/19/2019

County Attorney October 2019 Monthly Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney, October 2019 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsOctober 2019

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 11:36 AM

Started On: 11/14/2019 11:26 AM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of October, 2019.

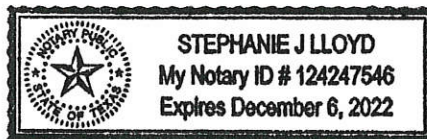
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 14th day of November, 2019, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	08-Oct-2019	28046	REC# 2018-6351, 2018-6910	\$ 120.00
			18-Oct-2019	28085	REC# 2019-1061, 2019-1070, 2019-1684	\$ 180.00
			24-Oct-2019	28107	REC# 2018-4241, 2018-5143, 2019-0327, 2019-1846	\$ 919.00
		CO ATTY 1	17-Oct-2019	28080	REC# 2019-1609, 2019-0302, 2019-0641	\$ 180.00
			29-Oct-2019	28125	REC# 2019-1064, 2019-1332, 2019-2404	\$ 180.00
		CO ATTY 2	03-Oct-2019	28037	2018-5240 2018-5496 2018-5641 2018-6907 2018-7012 2019-0112	\$ 2,734.00
			22-Oct-2019	28096	2018-6570, 2019-0774	\$ 120.00
		CO ATTY INTERVENTION	01-Oct-2019	28025	2018-1461 2018-4858 2018-6907 219-0112 2019-0131 2019-0916 2019-1014 2019-1958	\$ 3,860.00
	16-Oct-2019	28025-C	RECLASS REC 28025 DATED 10/1/2019.	(\$ 3,860.00)		
207015 Total						\$ 4,433.00
341300	0406	CO ATTY HC	11-Oct-2019	28064	CHECK FEE- SEPT 2019	\$ 681.26
341300 Total						\$ 681.26
341905	0100	CO ATTY	14-Oct-2019	28068	REC 2019-2003	\$ 10.00
341905 Total						\$ 10.00
351000	0364	CO ATTY INTERVENTION	02-Oct-2019	28030	REC 2018-5641, 2019-2293, 2018-6461	\$ 1,220.00
			04-Oct-2019	28040	2018-1807 2018-3699 2018-6351 2018-6910	\$ 1,720.00
			08-Oct-2019	28046	REC# 2019-0093, 2019-0340, 2019-1449, 2019-2053, 2019-2190, 2019-2461	\$ 2,300.00
			09-Oct-2019	28054	REC 2018-7059, 2019-0368, 2019-0441, 2019-2440	\$ 1,720.00
			11-Oct-2019	28064	REC 2019-1559, 2019-0641, 2019-1340, 2019-1212	\$ 1,720.00
			16-Oct-2019	28025-C	RECLASS REC 28025 DATED 10/1/2019	\$ 3,860.00
			18-Oct-2019	28085	REC# 2019-0774, 2018-6891, 2018-6570, 2018-5396	\$ 2,000.00
			22-Oct-2019	28096	2018-4929 2018-5964 2018-6381 2019-0075 2019-0327 2019-1314 2019-2566	\$ 2,520.00
			23-Oct-2019	28100	2019-2189 2018-5413 2019-1846 2019-2401	\$ 1,720.00
			25-Oct-2019	28111	2018-5751 2019-1064 2019-1332 2019-2628 2019-4641	\$ 2,500.00
			29-Oct-2019	28125	REC# 2018-3827, 2018-6632, 2018-6989, 2018-7103, 2019-0792, 2019-1795, 2019-2404	\$ 3,360.00
			30-Oct-2019	28131	REC# 2019-3070, 2019-3112	\$ 860.00
		CO ATTY INTERVENTION 1	17-Oct-2019	28080	REC# 2018-4430, 2018-6092, 2019-0302, 2019-1061, 2019-1070, 2019-1609, 2019-1684, 2019-1833, 2019-2328	\$ 3,940.00
		CO ATTY INTERVENTION 2	17-Oct-2019	28080	REC#2019-2524, 2019-0121, 2018-7086	\$ 1,080.00
351000 Total						\$ 30,520.00
352200	0100	CO ATTY	09-Oct-2019	28054	CAUSE# 19-1348-CC3/VASQUEZ,MICHELLE	\$ 800.00
			30-Oct-2019	28131	CAUSE# 19-1271-CC3/COX,STONE E.	\$ 350.00
		CO ATTY 1	03-Oct-2019	28037	19-0834-CC1 BARRAZA, RAUL	\$ 2,000.00
		CO ATTY 2	04-Oct-2019	28040	18-2127-CC1 DEXTER, SHERRY	\$ 4,678.00
					18-2128-CC1 KNOWLES, KODY	\$ 1,678.00
			17-Oct-2019	28080	CAUSE#19-0836-CC1/MURPHY,CHRISTOPHER	\$ 1,600.00
352200 Total						\$ 11,106.00
365100	0100	CO ATTY	23-Oct-2019	28100	2018-5143	\$ 300.00

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
			25-Oct-2019	28111	COURT APPT FEE 2019-4641	\$ 100.00
365100 Total						\$ 400.00
370500	0100	CO ATTY 1	04-Oct-2019	28040	2019-389-PIA	\$ 1.00
		CO ATTY 2	29-Oct-2019	28125	REC# 2019-529-PIA	\$ 1.00
370500 Total						\$ 2.00
Grand Total						\$ 47,152.26

October 2019 Criminal Restitution

Date	Payor	Amount	Case #	Deposit Date
10/1/2019	Renato Hajmeli	60.00	19-00372-1	10/3/2019
10/1/2019	Charles Bishop	60.00	18-06565-3	10/3/2019
		120.00		
Date	Payor	Amount	Case #	Deposit Date
10/8/2019	William Bostain	60.00	19-00961-1	10/10/2019
10/9/2019	Marcus Brown	60.00	19-00626-1	10/10/2019
10/9/2019	Reynaldo Mendez	60.00	19-01778-1	10/10/2019
		180.00		
Date	Payor	Amount	Case #	Deposit Date
10/10/2019	William Carr	60.00	19-01502-2	10/15/2019
10/10/2019	Vanessa Sanchez	60.00	19-01508-2	10/15/2019
10/10/2019	Matthew Rich	60.00	19-02125-2	10/15/2019
		180.00		
Date	Payor	Amount	Case #	Deposit Date
10/15/2019	Kaylyn Blanchard	60.00	19-01254-2	10/17/2019
10/15/2019	Taylor Baker	60.00	18-06684-3	10/17/2019
		120.00		
Date	Payor	Amount	Case #	Deposit Date
10/18/2019	Lisa Lucio	60.00	19-02093-1	10/22/2019
10/17/2019	Courtney Caputo	60.00	19-00582-2	10/22/2019
10/21/2019	Patricia Gardner	250.00	19-01264-2	10/22/2019
10/18/2019	Raemon Lott	549.00	18-05513-1	10/22/2019
		919.00		
Date	Payor	Amount	Case #	Deposit Date
10/22/2019	Colton Anderson	60.00	19-01868-2	10/24/2019
10/23/2019	Eric Williams	60.00	19-02474-3	10/24/2019
10/22/2019	Candida Sanchez	60.00	19-01452-2	10/24/2019
		180.00		
Date	Payor	Amount	Case #	Deposit Date
10/25/2019	Altafbhai Marediya	60.00	19-03259-3	10/29/2019
10/24/2019	Daniel Schroeder	60.00	19-00533-2	10/29/2019
		120.00		
Date	Payor	Amount	Case #	Deposit Date
10/31/2019	Logan Clark	60.00	19-02182-2	10/31/2019

Check Stub Detail

County Attorney

Pay To **Williamson County
Treasurer - HC**Printed **10/07/2019**Date **10/07/2019**Number **53091**Total **681.26**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00175	Malach, Scott	2/18/2017	1012		53.90	14.25
	Check Fee					14.25
17-00179	Malach, Scott	2/20/2017	1013		399.40	26.85
	Check Fee					26.85
17-00554	Rodriguez, Vilma	11/3/2017			485.00	50.00
	Check Fee					50.00
18-00202	Justice, Mark A	6/11/2018	1521		78.15	15.00
	Check Fee					15.00
19-00054	Musel-Gilley, Melissa	10/26/2018	2804		65.00	15.00
	Check Fee					15.00
19-00085	Bannon, Willis E	11/21/2018	54		117.43	30.00
	Check Fee					30.00
19-00099	Whittaker, Timothy J	12/4/2018	1009		71.27	15.00
	Check Fee					15.00
19-00132	Felt, Erica M	1/7/2019	2046		63.28	5.16
	Check Fee					5.16
19-00159	Williams, Amanda Lynn	1/17/2019	103		165.78	30.00
	Check Fee					30.00
19-00169	Wasley, John B	11/14/2018	4441		200.57	30.00
	Check Fee					30.00
19-00205	Martinez, Raymond	3/10/2019	261		224.75	30.00

Check Stub Detail

County Attorney

Check Fee					30.00
19-00210	Fitzgerald, Ginger	4/1/2019	1138	44.83	15.00
Check Fee					15.00
19-00224	Jones, Cora	4/25/2019	5513	100.69	30.00
Check Fee					30.00
19-00232	RODRIGUEZ, LAURIEANN	5/1/2019	1273	200.00	30.00
Check Fee					30.00
19-00245	RODRIGUEZ, LAURIEANN	5/2/2019	1274	200.00	30.00
Check Fee					30.00
19-00246	RODRIGUEZ, LAURIEANN	5/3/2019	1275	200.00	30.00
Check Fee					30.00
19-00267	Champion, Eli	6/20/2019	1556	2,163.77	75.00
Check Fee					75.00
19-00271	Staton, Kathleen	7/19/2019	127	1,204.64	75.00
Check Fee					75.00
19-00276	Waddle, Joanne F	6/16/2019	3541	50.00	15.00
Check Fee					15.00
19-00282	Grant, Rose M	6/10/2019	110	103.70	30.00
Check Fee					30.00
19-00286	Alanis, Reuban	12/24/2018	1512	241.25	30.00
Check Fee					30.00
19-00287	Perez, Efrain	7/6/2019	128	57.23	15.00
Check Fee					15.00

Check Stub Detail**County Attorney**

19-00297	Cotner, Jamie Lee	6/16/2019	6027	50.00	15.00
	Check Fee				15.00
19-00316	Beard, Dianne W	7/9/2019	5117	152.00	30.00
	Check Fee				30.00

October 2019 PTI Page 1 of 3

10/1/2019	Renato Hajmeli	360.00	2018-6910	10/2/2019
10/1/2019	Charles Bishop	500.00	2018-6351	10/2/2019
10/1/2019	Yung Liang	360.00	2018-1807	10/2/2019
10/1/2019	Khaja Ahmed	500.00	2018-3699	10/2/2019
		1,720.00		
10/3/2019	Timothy Knapp	500.00	2019-2053	10/4/2019
10/3/2019	Linh Dieu Le	360.00	2019-2190	10/4/2019
10/3/2019	Jose Diaz	360.00	2019-0340	10/4/2019
10/2/2019	Blanca Barrera	360.00	2019-2461	10/4/2019
10/2/2019	Matthew Howell	360.00	2019-0093	10/4/2019
10/2/2019	Martin Sandoval	360.00	2019-1449	10/4/2019
		2,300.00		
10/4/2019	Sanrhoshramanan Balasubramaniyan	500.00	2019-0368	10/7/2019
10/4/2019	Michael Williams	500.00	2019-2440	10/7/2019
10/4/2019	William Chappell	360.00	2019-0441	10/7/2019
10/4/2019	Cheyenne Cain	360.00	2018-7059	10/7/2019
		1,720.00		
10/8/2019	Merissa Shenkin	360.00	2019-1340	10/9/2019
10/8/2019	Sandra Kelly	360.00	2019-1559	10/9/2019
10/8/2019	William Bostain	500.00	2019-0641	10/9/2019
10/7/2019	Michelle Baldwin	500.00	2019-1212	10/9/2019
		1,720.00		
10/10/2019	Jennifer Polson	360.00	2019-2328	10/11/2019
10/10/2019	Venessa Sanchez	500.00	2019-1070	10/10/2019
10/10/2019	William Carr	360.00	2019-1061	10/10/2019
10/10/2019	Matthew Rich	360.00	2019-1684	10/10/2019
10/9/2019	Timothy Bradford	500.00	2019-1833	10/10/2019
10/9/2019	Pablo Oliva-Valdes	500.00	2018-6092	10/10/2019
10/9/2019	Marcus Brown	360.00	2019-0302	10/10/2019
10/9/2019	Reynaldo Mendez	500.00	2019-1609	10/10/2019
10/9/2019	Alexander Dougherty	500.00	2018-4430	10/10/2019
		3,940.00		

10/11/2019	Cathy Talmage	360.00	2019-0121	10/14/2019
10/11/2019	Daniel Gutierrez-Galeas	360.00	2018-7086	10/14/2019
10/11/2019	Ashley Dumoulin	360.00	2019-2524	10/14/2019
		1,080.00		
10/15/2019	Kaylyn Blachard	500.00	2019-0774	10/16/2019
10/15/2019	Jamon Levels	500.00	2018-6891	10/16/2019
10/15/2019	Taylor Baker	500.00	2018-6570	10/16/2019
10/15/2019	Ashley Mancine	500.00	2018-5396	10/16/2019
		2,000.00		
10/17/2019	Courtney Caputo	360.00	2019-0327	10/18/2019
10/17/2019	Tin Huynh	360.00	2019-2566	10/18/2019
10/17/2019	Daniel Harlan	360.00	2019-0075	10/18/2019
10/16/2019	Lassana Cissoko	360.00	2018-6381	10/18/2019
10/16/2019	Adam Barker	360.00	2018-5964	10/18/2019
10/16/2019	Lisa Strong	360.00	2019-1314	10/18/2019
10/16/2019	Amy Sippel	360.00	2018-4929	10/18/2019
		2,520.00		
10/18/2019	Joshua Hubbell	360.00	2019-2189	10/21/2019
10/18/2019	Raemon Lott	500.00	2018-5413	10/21/2019
10/18/2019	Lisa Lucio	360.00	2019-1846	10/21/2019
10/18/2019	Taylor Rivera	500.00	2019-2401	10/21/2019
		1,720.00		
10/22/2019	Jasmynn Rocha	500.00	2019-4641	10/23/2019
10/22/2019	Jose Vasquez	500.00	2019-2628	10/23/2019
10/22/2019	Candida Sanchez	500.00	2019-1064	10/23/2019
10/22/2019	Colton Anderson	500.00	2019-1332	10/23/2019
10/21/2109	Anthony Keith	500.00	2018-5751	10/23/2019
		2,500.00		
10/24/2019	Daniel Schroeder	500.00	2018-7103	10/25/2019
10/24/2019	David Booth	500.00	2018-6989	10/25/2019
10/24/2019	Eric Lemon	500.00	2019-1795	10/25/2019
10/23/2019	Jose Antero-Mondrago	500.00	2019-0792	10/25/2019
10/23/2019	Eric Williams	500.00	2019-2404	10/25/2019

October 2019 PTI Cont. Page 3 of 3

10/23/2019	Gordon Draper	360.00	2018-6632	10/25/2019
10/23/2019	Cole Perry	500.00	2018-3827	10/25/2019
		3,360.00		
10/25/2019	Denise Claire	360.00	2019-3112	10/28/2019
10/25/2019	Altafbhai Marediya	500.00	2019-3070	10/28/2019
		860.00		
10/29/2019	Juan Betancourrt	360.00	2019-0020	10/30/2019
10/29/2019	Amiracole Piper-Oyaro	360.00	2019-1877	10/30/2019
		720.00		
10/31/2019	Rebecca Lee	500.00	2019-3551	11/1/2019
10/31/2019	Ronald Metcalfe	500.00	2019-2051	11/1/2019
10/30/2019	Kristie Brown	360.00	2019-1896	11/1/2019
10/30/2019	Danae Armeno	500.00	2018-3844	11/1/2019
10/30/2019	Logan Clark	360.00	2019-1073	11/1/2019
		2,220.00		

October 2019 PTI Court Appointed Atty

10/18/2019	Raemon Lott	300.00	2018-5143	10/21/2019	\$300.00
10/22/2019	Jasmynn Rocha	100.00	2019-4641	10/23/2019	\$100.00
		400.00			
10/30/2019	Logan Clark	300.00	2019-1073	11/1/2019	\$300.00

October 2019 PIA

10/24/2019	David Schmidt	\$1.00	2019-529-PIA	10/25/2019	1.00
10/30/2019	Lindsay Miller	\$2.00	2019-210/605 PIA	10/31/2019	2.00

Commissioners Court - Regular Session**13.****Meeting Date:** 11/19/2019

Disposition of house in FM 972 ROW through auction

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of a movable house located in FM 972 Bartlett ROW through Auction, pursuant to Tx. Local Gov't Code 263.152 and Tx. Transp. Code 251.016.

Background

The house located in FM972 Bartlett ROW was acquired through ROW acquisition and was scheduled for demolition. The County has received interest in the building and seeks Court approval to dispose of the structure through Auction. The home is a 2 bedroom, 2 bath with attic and loft, approximately 1,470 sf with a pier and beam foundation that is capable of being relocated. Section 251.016 of the Transportation Code and AG Opinion GA-0693 provide for the removal of objects in the county road ROW. In this case, the ROW is not being disposed, just the structure. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FM 972 ROW house photos](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Randy Barker
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:42 PM
11/14/2019 11:48 AM
Started On: 11/13/2019 10:22 AM



































Commissioners Court - Regular Session**14.****Meeting Date:** 11/19/2019

Vehicle Purchase for Sheriff's Office Vehicles Chrysler, Jeep, Dodge

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the purchase of three (3) Dodge Chargers in the amount of \$115,814.33 from Chrysler Jeep Dodge City of McKinney per BuyBoard Cooperative Contract #521-16 and upfitting from Defender Supply through Tarrant County Cooperative 2019-181.

Background

This purchase includes replacements and new vehicles for the Sheriff's Office: one (1) replacement Charger for Traffic and two (2) new Chargers for new CID Detective positions. See attached quotes for vehicle specifications and upfitting through Defender Supply. This expenditure will be charged to 01.0100.0560.005700. Funding was approved in the FY2020 budget. Department contact is Chief Tim Ryle.

Fiscal Impact

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

AttachmentsVehicle QuoteUnmarked Unit UpfittingMarked Unit Upfitting

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:17 PM
11/14/2019 10:19 AM
Started On: 10/30/2019 01:25 PM

DODGE CITY

QUOTE

GRAB LIFE!!

321 NORTH CENTRAL SUITE# 240
MCKINNEY, TX. 75070
PHONE : 972-569-9650



DATE: 11/1/2019

INVOICE #

Bill To:

Williamson County

Attn: Auditors Office
710 S. Main St., Suite 301
Georgetown, Texas 78626

Ship To:

Defender Supply

845 FM 407 West
Argyle, Texas 76226

Comments or Special Instructions: ALL WHEEL DRIVE V-8

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	STATE ORDER #	TERMS
JEFF Y			Best Way		
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
3	2019 DODGE CHARGER V8 AWD (BLACK COLOR)			\$25,904.00	\$77,712.00
1	BLACK LEFT SPOT LIGHT				
1	FULL SIZE SPARE TIRE				
1	BLACK VINYL FLOOR COVERING				
1	HD CLOTH BUCKET SEATS WITH VINYL REAR				
1	DEACTIVATE REAR DOORS AND WINDOWS				
1	ADDITIONAL FOBS AND SHANKS				
1	Buy Board # 521-16 through Chrysler Jeep Dodge City of McKinney			\$400.00	\$400.00
3	Dealer Prep			\$130.00	\$390.00
3	Delivery to Defender Supply			\$0.00	\$0.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/14/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26578

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
All parts are for a 2019 Dodge Charger Pursuit Vehicle, AWD 5.7L HEMI V8 Engine,				
Unmarked Unit				
Vin #'s				
Customer PO # - Payment to be made to Defender Supply				
Bill to: Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100				
Unit #'s -				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
See Customer Supplied Pictures & Video				
Whelen PAR-46 Super LED Spot Light Bulb		1	162.36	162.36
Dodge Charger vehicle-specific visor lighting package w/ takedowns		1	998.00	998.00
Federal Signal Pathfinder Siren Controller		1	548.90	548.90
Federal Signal ES100 Behind the Grille Speaker		1	174.32	174.32
Federal Signal ES100 Speaker Bracket, Universal Bail		1	23.32	23.32
Federal Signal Low Frequency Rumbler Siren System		1	407.52	407.52
Federal Signal Rumbler Bracket for 2017 Charger		1	26.95	26.95
Fed Signal Push bumper 2019 Dodge Charger		1	294.35	294.35
Fed Signal Push Bumper 4 Light Top Channel		4	19.0825	76.33
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead		2	90.015	180.03
Dual Color Red/White - Make Whites Do Take Downs				
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead		2	90.015	180.03
Dual Color Blue/White - Make Whites Do Take Downs				

Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

2

Total Vehicle Order Cost

\$25,772.66



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/14/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26578

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Top Sides of Push Bumper - See Customer Supplied Pictures & Video		2	58.75	117.50
Federal Signal Taillight Flasher - Tech make Headlights Flash please		1	44.00	44.00
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted on Top of the Rear Door Panels Firing to the Sides of the Vehicle		2	121.00	242.00
Federal Signal Micropulse 620 Ultra - 12LED Lighthouse Dual Color Red/Blue - Mounted on Front & Rear Fenders on both sides like in Customer Supplied Video		4	89.475	357.90
Federal Signal Micropulse 620 - 12LED Lighthouse Dual Color Red/Blue - Mounted on Each Side of Rear License Plate Mounted to Body - Up & Down - Vertical		2	89.475	178.95
Federal Signal Micropulse 620 - 12LED Lighthouse Dual Color Red/Blue - Mounted Inside Trunk Lid to Come on When Trunk is Opened		2	89.475	178.95
Federal Signal in the Rear Deck/Widow mount Spectralux Dual Color Red/Amber & Blue/Amber Signal Master for 2017+ Dodge Charger		1	643.50	643.50
Havis Console, Dodge Charger		1	339.93	339.93
Havis 8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle		1	118.44	118.44
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	220.68	220.68
Havis Arm Rest - Side Mount		1	44.32	44.32
Havis Docking Station for Panasonic Toughbook 33, 2 in 1 Laptop with Power Supply. Ultra-rugged, lightweight, flexible docking solution.		1	956.54	956.54
Streamlight SL-20L LED Flashlight - Mounted on Side of Console		1	110.12	110.12
Stinger DS LED - 12V DC Steady Charge - Mounted on Side of Console		1	98.09	98.09
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	6.00	18.00
Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	79.95	79.95

Vehicle and Emergency Equipment Total

Quantity Ordered

2

Total Vehicle Order Cost

\$25,772.66

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/14/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26578

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Make & Model of Customer Supplied Laptop - Panasonic CF-31 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF with External power supply Does the of Customer Supplied Laptop have a built-in power supply - Wire for power please.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz				
Two Way 800 MHZ Radio Antenna & Coax Cable - Trunk Mount (Mounted on Trunk Lid on Left Side like Customer Supplied Video shows)		1	30.67	30.67
Two Way VHF Radio Antenna & Coax Cable - Trunk Mount (Mounted on Trunk Lid on Right Side like Customer Supplied Video shows)		1	23.00	23.00
800 MHZ & VHF (trunk lid mount) Bluetooth Antenna (pass. side dash or pass. side windshield sticky mount) WiFi Antenna (trunk lid mount - Center of Trunk)				
Freestanding Dual T-Rail gun lock for a Dodge Charger.				467.73
Compartment Light, Split Red/White - Mounted in Trunk Area with On/Off Switch		2	47.395	94.79
Window Tint - All Windows - 4 Door Sedan - 20% Window Tint		1	195.95	195.95
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	437.11	437.11

Vehicle and Emergency Equipment Total

Quantity Ordered

2

Total Vehicle Order Cost

\$25,772.66

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/14/2019
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26578

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Installation of Above Emergency Equipment and Customer Supplied: Panasonic Arbitrator 360 video system Multi Purpose GPS Cradlepoint Antenna -(Mounted on Trunk Lid on Right Side like Customer Supplied Video shows) Customer will install their own radio & speaker, please run Power, Ground & Antenna Wiring to Console Tech: Please see the Trigger Mapping Doc loaded in Quick Books. For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Chris Ball Critical Systems Analyst I Williamson County Direct: 512-943-1934 Email: cball@wilco.org Customer is doing their own Graphics.		44	99.91136	4,396.10
Delivery to Department		1	250.00	250.00
Ship to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368				

Vehicle and Emergency Equipment Total **\$12,886.33**

Quantity Ordered **2**

Total Vehicle Order Cost **\$25,772.66**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/30/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26466

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
All parts are for a 2019 Dodge Charger Pursuit Vehicle, AWD 5.7L HEMI V8 Engine				
Marked Unit				
Vin #'s				
Customer PO # - Payment to be made to Defender Supply				
Bill to: Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100				
Unit #'s -				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
See Customer Supplied Pictures & Video				
Whelen PAR-46 Super LED Spot Light Bulb		1	162.36	162.36
Federal Signal Pathfinder Siren Controller		1	573.85	573.85
Federal Signal Low Frequency Rumbler Siren System		1	407.52	407.52
Federal Signal Rumbler Bracket for 2017 Charger		1	26.95	26.95
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Top Sides of Push Bumper - See Customer Supplied Pictures & Video		2	58.75	117.50
Federal Signal Taillight Flasher - Tech make Headlights Flash please		1	44.00	44.00
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted on Top of the Rear Door Panels Firing to the Sides of the Vehicle		2	121.00	242.00

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$11,539.67

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/30/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26466

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Federal Signal Micropulse 620 Ultra - 12LED Lighthead Dual Color Red/Blue - Mounted on Front & Rear Fenders on both sides like in Customer Supplied Video		4	89.475	357.90
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Red/Blue - Two on Each Side of Rear License Plate Mounted to Body		2	89.475	178.95
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Red/Blue - Mounted Inside Trunk Lid to Come on When Trunk is Opened		2	89.475	178.95
Havis Console, Dodge Charger		1	339.93	339.93
Havis 8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle		1	118.44	118.44
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	220.68	220.68
Havis Arm Rest - Side Mount		1	44.32	44.32
Havis Docking Station for Panasonic Toughbook 33, 2 in 1 Laptop with Power Supply. Ultra-rugged, lightweight, flexible docking solution.		1	956.54	956.54
Streamlight SL-20L LED Flashlight - Mounted on Side of Console		1	110.12	110.12
Stinger DS LED - 12V DC Steady Charge - Mounted on Side of Console		1	98.09	98.09
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	6.00	18.00
Make & Model of Customer Supplied Laptop - Panasonic CF-31 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF with External power supply Does the of Customer Supplied Laptop have a built-in power supply - Wire for power please.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz				
Two Way 800 MHZ Radio Antenna & Coax Cable - Trunk Mount (Mounted on Trunk Lid on Left Side like Customer Supplied Video shows)		1	30.67	30.67

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$11,539.67

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/30/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26466

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Two Way VHF Radio Antenna & Coax Cable		1	23.00	23.00
800 MHZ & VHF (trunk lid mount)				
Bluetooth Antenna (pass. side dash or pass. side windshield sticky mount)				
WiFi Antenna (trunk lid mount)				
Setina #6S SPT Coated Poly Single Prisoner Partition Cell # 1K0573CGR11FSR		1	749.10	749.10
Setina Full Replacement Transport Seat TPO Plastic with Center Pull Seat Belt System Charger		1	695.00	695.00
Setina Dual T-Rail Weapon Lock with Timer & Adjustable Handcuff Adjustable Locks - Designed to fit a Wide Variety of Long Weapons & to be mounted on Partition		1	300.42	300.42
Compartment Light, Split Red/White - Mounted in Trunk Area with On/Off Switch		2	47.395	94.79
Window Tint - All Windows - 4 Door Sedan - 20% Window Tint		1	195.95	195.95
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	438.54	438.54

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$11,539.67

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/30/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX SO Micah Koite 710 S Main Street Ste 301 Georgetown, Tx 78626 512-943-3368

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco....
Estimate #	26466

2019 Dodge Charger AWD V8

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Installation of Above Emergency Equipment and Customer Supplied: Panasonic Arbitrator 360 video system Multi Purpose GPS Cradlepoint Antenna -(Mounted on Trunk Lid on Right Side like Customer Supplied Video shows) Front Push Bumper with Lights & Siren Speaker Already Mounted Valor Light Bar with Strap Kit Rear Seat Window Barriers Customer will install their own radio & speaker, please run Power, Ground & Antenna Wiring to Console Tech: Please see the Trigger Mapping Doc loaded in Quick Books. For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Chris Ball Critical Systems Analyst I Williamson County Direct: 512-943-1934 Email: cball@wilco.org Customer is doing their own Graphics.		44	99.91136	4,396.10
Delivery to Department		1	250.00	250.00
Ship to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368				

Vehicle and Emergency Equipment Total **\$11,539.67**

Quantity Ordered 1

Total Vehicle Order Cost **\$11,539.67**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

Commissioners Court - Regular Session**15.****Meeting Date:** 11/19/2019

Vehicle Reimbursement Agreement for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with Stalwart Productions, LLC. (Security/traffic control for film shoot on Nov. 22, 2019).

Background

This agreement gives permission for Stalwart Productions 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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AttachmentsStalwart Productions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 08:43 AM

Started On: 11/12/2019 04:38 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 22nd Day of NOVEMBER, 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: STALWART PRODUCTIONS, LLC

Signature: Jennifer Wall

Printed Name: JENNIFER WALL

Title: CO-PRODUCER

Date: 11/1/19, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: November 12, 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**16.****Meeting Date:** 11/19/2019

Vehicle Reimbursement Agreement for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with the Round Rock Woman's Club, Sweethearts Charity Organization (Security at dance on Dec 6th in Round Rock).

Background

This agreement gives permission for Round Rock Woman's Club 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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AttachmentsRR Woman's Club

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 08:37 AM

Started On: 11/08/2019 11:19 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 Dec. 6, 2019, 20__ 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: Round Rock Woman's Club, Sweethearts
Signature: Krista charity organization
Printed Name: Krista Moczygomba
Title: RRWC Sweethearts Sponsor
Date: 10/31/19, 20 19

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff
Printed Name of Official: Robert Chody
Signature of Official: R. Chody
Date: 11-4, 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**17.****Meeting Date:** 11/19/2019

Vehicle Purchase for Constable Pct. 4

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase of one (1) Chevrolet Tahoe and upfitting in the amount of \$50,295.00 from Holiday Chevrolet per Tarrant County Cooperative contract #2019-014 and upfitting per Tarrant County Cooperative contract #2019-181.

Background

This purchase will support the operations of the Williamson County Constable Pct. 4's office. The attached quote outlines vehicle specifications and upfitting. This expenditure will be charged to 01.0100.0560.005700. Funding was approved in the FY2020 budget. Department contact is Brian Olson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsVehicle Quote

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:20 PM
11/14/2019 11:40 AM
Started On: 11/06/2019 01:51 PM



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	11/4/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Brian Olson 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org
Estimate #	25061

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
2020 Chevrolet Tahoe RWD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps, Full Size Matching Spare Tire with Inactive Tire Pressure Monitor, Front Tow Hooks, Driver's Side Spotlight. Purchased Through Holiday Chevrolet Using Tarrant County Cooperative Contract # 2019-014	Vehicle Description	1	31,051.00	31,051.00
Paint Color is Dark Blue Paint - G1M Blue Velvet Metallic				
Options G1M Blue Velvet Metallic \$ Included AMF - 6 Additional Key FOB's \$66.00 5HP - 6 Additional Keys \$41.00 BTV - Remote Start \$300.00 5T5 - Vinyl Rear Seat V76 Recovery Hooks Total - \$407.00				
Vehicle is Purchased Through Holiday Chevrolet (Johnson - Grayson Automotive) using The Tarrant County Cooperative Contract # 2019-014 - Make Payment to Holiday Chevrolet				
Vin # GM Order #'s				
Customer PO # Total Price is \$50,295.00 - Make Payment to Holiday Chevrolet				

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$50,295.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	11/4/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Brian Olson 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org
Estimate #	25061

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626				
2 Year State Inspection Certificate		1	7.00	7.00
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately) - (for Silverado 2500 and above please include part #)		1	300.74	300.74
2015 Tahoe console with arm rest and cup holder. Vertical section with 7.5" of mounting space and 7" horizontal mounting space (including the 4.5" cup holder)		1	351.75	351.75
Gamber Johnson Mongoose 9" Locking Slide Arm with 360 Degree Clevis		1	162.75	162.75
Gamber Johnson Mic Clip		2	8.40	16.80
Chevrolet Tahoe/Silverado USB/MP3/SD Card/12 Volt Relocation Panel		1	7.11	7.11
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		1	27.30	27.30
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		3	3.85	11.55
Compartment Light, Split Red/White Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		3	47.52	142.56
Streamlight SL-20L LED Flashlight - One Mounted on Side of Console & the other in Rear Cargo Area		2	112.83	225.66
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One - Hot all the Time. What is the Frequency of Customer Supplied Police Radio - 800MHz				
Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF33 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF				

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$50,295.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	11/4/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Brian Olson 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org
Estimate #	25061

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Does the of Customer Supplied Laptop have a built-in power supply - No				
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		1	911.87	911.87
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	32.66	32.66
Last year the tech installed two antennas on the roof & the vehicle only needs one, a 800Mhz				
Note - Roof Antenna Placement: 800 Mhz Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Federal Signal - Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module. Goes with FS SSP2000B or SSP3000B sirens)		1	1,980.00	1,980.00
Federal Signal - Smart Siren Platinum		1	990.52	990.52
Federal Signal - DynaMax 100W Speaker		1	177.82	177.82
Federal Signal - ES100 Speaker Bracket, Universal Bail - Mounted on Push Bumper		1	29.95	29.95

Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

1

Total Vehicle Order Cost

\$50,295.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	11/4/2019
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Brian Olson 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org
Estimate #	25061

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Federal Signal - Low Frequency Siren - Mounted on Push Bumper		1	407.52	407.52
Federal Signal - Rumbler Brackets for a 2015+ Chevrolet Tahoe 9C1		1	29.15	29.15
Federal Signal - Headlight Flasher for 2017 Chevrolet Tahoe 9C1		1	46.78	46.78
Federal Signal - Taillight Flasher for 2017+ Chevrolet Tahoe 9C1		1	66.00	66.00
Federal Signal PBX Series Push Bumper, Chevy Tahoe 2015- 2019		1	650.00	650.00
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe and Ford F-150 bumpers, use with MPS600U or MPS620U lights		1	51.54	51.54
Federal Signal - 12 LED Lighthouse in Red/White Splithead - Mounted in Front Grill		2	82.50	165.00
Federal Signal - 12 LED Lighthouse in Blue/White Splithead - Mounted in Front Grill		2	82.50	165.00
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted to the sides of the Push Bumper		2	58.75	117.50
SoundOff nLINE 72" Running Light w/Bracket Mount, Split Color - Red/Blue LEDs for Running Board Mount (SOLD PER SIDE)		2	400.00	800.00
Federal Signal - 12LED lighthouse dual color red/blue - Mounted in Rear Side Glass		4	89.475	357.90
Federal Signal - Surface Mount Bracket - KIT,L-BRKT, DUAL HD,LEFT - Mounted in Rear Side Glass		2	11.075	22.15
Federal Signal - CN Signal Master Light Stick (4 Amber/Red & 4 Amber/Blue) Mounted in Rear Window Cargo Area		1	676.28	676.28
Federal Signal - Universal Mounting bracket		1	29.15	29.15
Federal Signal # SLB-8SHRD 8 Head Shroud for CNSM or Latitude, Signal Master		1	20.41	20.41
Federal Signal - 24LED Lighthouse Dual Color Red/Blue - Surface Mounted Horizontal right beside Rear License Plate		2	130.00	260.00
Federal Signal - MPSM12-DL - Surface Mounted Light beside Rear License Plate		2	15.50	31.00
Federal Signal - 12LED Lighthouse Dual Color Red/Blue - Mounted on Bottom of Liftgate Lid		2	102.00	204.00
Pro-Gard Recessed Prisoner Partition w/Center Slider - Includes Recessed Panel & Lower Kick Panels for 2015+ Chevrolet Tahoe 9C1				617.04

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$50,295.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	11/4/2019
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Brian Olson 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org
Estimate #	25061

2020 Chevrolet Tahoe 9C1

Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Dual Weapon Lock, T-Rail, with Timer & Key - Mounted on Partition		1	325.00	325.00
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	15.00	15.00
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen for 2015+ Chevrolet Tahoe		1	849.59	849.59
Pro-Gard Pair of Rear Seat Window Bars for 2015+ Chevrolet Tahoe using Pro-Gard Door Panels (Must order part # PG-DP57T15)		1	169.95	169.95
Pro-Gard Pair of Rear ABS Door Panels for 2015+ Chevrolet Tahoe		1	98.00	98.00
Custom Reflective Vehicle Graphic Kit from Grafix Shoppe - Est # 04848		1	500.00	500.00
Ghost Graphics Reflective Chevrons for the Rear of Tahoe Bumpers by Mike Glass		1	50.00	50.00
Professional Installation of Graphics by Defender Supply		1	150.00	150.00
C-Tech Patrol Series Single Rear Drawer Tactical Storage Box - Measures 16" H x 47" W x 30" D		1	1,949.00	1,949.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block				435.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Uplift		1	150.00	150.00
Installation of Above Emergency Equipment & Customer Supplied Panasonic Video System, Police Radio, Police Radio Speaker and Radio Wiring Harness, Radar Unit, Cradle Point Wiring Harness & Cradle Point Antenna (Mounted in the Front on the Side of Console).		43	100.00	4,300.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total \$50,295.00

Quantity Ordered 1

Total Vehicle Order Cost \$50,295.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

Commissioners Court - Regular Session**18.****Meeting Date:** 11/19/2019

Temporary Working Space Easement

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Temporary Working Space Easement between Williamson County and the City of Austin on a portion of parkland (Lake Creek Trail), located west of Parmer Lane near the intersection of Parmer Lane and Sage Grouse Drive.

Background

The Temporary Working Space Easement amends and extends a prior Temporary Working Space Easement that Williamson County granted to the City of Austin. The prior Temporary Working Space Easement is set to terminate April 30, 2020 and the City of Austin has requested Williamson County grant the proposed Temporary Working Space Easement in order to extend the termination date to October 31, 2020 because the project has experienced delays. Compensation for this easement will be \$900 and that calculation has been reviewed and concurred by Sheets and Crossfield.

Fiscal Impact

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

Attachments[COA Wastewater Easement](#)[Compensation Calculation](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 11/08/2019

Reviewed By

Andrea Schiele

Date

11/08/2019 08:49 AM

Started On: 11/07/2019 04:37 PM

THIS TEMPORARY WORKING SPACE EASEMENT AMENDS THE TEMPORARY WORKING SPACE EASEMENT RECORDED IN DOCUMENT NO. 2016069436 WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS.

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

TEMPORARY WORKING SPACE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Williamson County, Texas, of Williamson County, Texas, (called “**Grantor**”), whose mailing address is 710 S. Main St, Ste. 301, Georgetown, TX 78626, in consideration of \$10.00 and other good and valuable consideration, to Grantor in hand paid by the City of Austin, Texas, the receipt of which is acknowledged, have this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Austin, a Texas home-rule municipal corporation situated in the Counties of Hays, Travis, and Williamson, and whose address is P.O. Box 1088, Austin, Travis County, Texas 78767-8839, ATTN: Office of Real Estate Services (called “**Grantee**”), a temporary working space easement to permit the construction of a wastewater line ("Project") in, upon, and across the following described land:

All that parcel of land, situated in Williamson County, Texas described in **Exhibits “A”, “B” and “C”**, attached and incorporated for all purposes, (the “**Temporary Easement Tract**”).

TO HAVE AND TO HOLD the same during the Project construction period to Grantee, its successors and assigns, together with the right and privilege at all times during the Project construction period to enter all or part of the Temporary Easement Tract, to construct the Project and to make connections therewith. Provided, however, that Grantee, after completing and accepting the Project, must restore the surface of the Temporary Easement Tract to a similar or better condition than existed before the Project was undertaken.

This Temporary Working Space Easement amends instrument number 2016069436 recorded in Williamson County Official Public Records to extend the expiration period by six months from the stated expiration date. The new expiration date is October 31, 2020, which may be extended for two additional six month extension periods, subject to the written approval of Grantor and Grantee. Grantee, its successors and assigns, have no further rights hereunder. No written release by Grantee is required or necessary.

GRANTOR do hereby bind themselves, their heirs, successors, assigns, and legal representatives to **WARRANT AND FOREVER DEFEND** all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof.

Executed on _____, 2019.

GRANTOR:

Williamson County, Texas

Bill Gravell, Jr.
Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2019 by Bill Gravell, Jr. Williamson County Judge, of Williamson County, Texas, on behalf of the County.

[SEAL]

Notary Public Signature

APPROVED AS TO FORM
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

REVIEWED
CITY OF AUSTIN, TEXAS
OFFICE OF REAL ESTATE SERVICES

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS – FIRM REG. NO. 101141-00

Exhibit A

EXHIBIT “ ”

WILLIAMSON COUNTY
TO
CITY OF AUSTIN
(TEMPORARY WORKING SPACE EASEMENT)
PARMER LANE INTERCEPTOR PROJECT

DESCRIPTION FOR PARCEL #4832.02 TWSE-1

DESCRIPTION OF A 0.079-ACRE (3,453 SQUARE FOOT) TRACT OF LAND IN THE MALCOM M. HORNSBY SURVEY, ABSTRACT NO. 280, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A 21.271 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED DATED APRIL 6, 2004 TO WILLIAMSON COUNTY RECORDED IN DOCUMENT NO. 2004027021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.079-ACRE TRACT AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail set having Texas State Plane Coordinate (Central Zone, NAD83, U.S. Feet), value of N=10,142,019.12, E=3,107,381.13 in the interior of said Williamson County 21.271 acre tract on the south line of a 26,833 square foot Lift Station Easement granted to the City of Austin recorded in Volume 1547, Page 62 of the Official Records of Williamson County, Texas, same being the north line of a 20-foot wide Public Utility Easement granted to the City of Austin recorded in Volume 1547, page 62 of the Official Records of Williamson County, Texas, for the east corner and **POINT OF BEGINNING** of this tract, from which a ½ inch iron rod with plastic cap stamped “K.C. Engineering” found at TXDOT Highway Station 358+32.45 on the existing southwest right-of-way line of Farm to Market Highway 734, also known as Parmer Lane (a 200 foot wide right-of-way) bears South 78°16’28” East, a distance of 358.38 feet;

THENCE through the interior of the 21.271 acre tract, the following three (3) courses:

- 1) With the north line of the 20-foot wide Public Utility Easement, South 61°10’03” West, a distance of 94.19 feet to a 60D nail set for the south corner of this tract;
- 2) Leaving the north line of the 20-foot wide Public Utility Easement, North 00°20’00” East, a distance 83.97 feet to a 60D nail set on the south line of said Lift Station Easement for the north corner of this tract;
- 3) With the south line of said Lift Station Easement, South 64°49’58” East, a distance of 90.64 feet to the **POINT OF BEGINNING** and containing 0.079 acres (3,453 square feet) of land;

NOTE

The coordinates and bearings described herein are Texas State Plane Grid Bearings, (Central Zone-4203), NAD 83). Project control point were established from City of Austin reference point "J-37-4001" having coordinates values of N=10,133,889.08, E=3,113,244.67.


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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 19th day of January, 2015, A.D.




Macias & Associates. L.P.
 5410 South 1st Street
 Austin, Texas 78745
 512-442-7875


 Carmelo L. Macias
 Registered Professional Land Surveyor
 No. 4333 – State of Texas

REFERENCES

AUSTIN GRID NO. H-39
 WCAD PARCEL ID NO. R451890
 MACIAS & ASSOCIATES, L.P., PROJECT
 NO. 453-08-13

FIELD NOTES REVIEWED

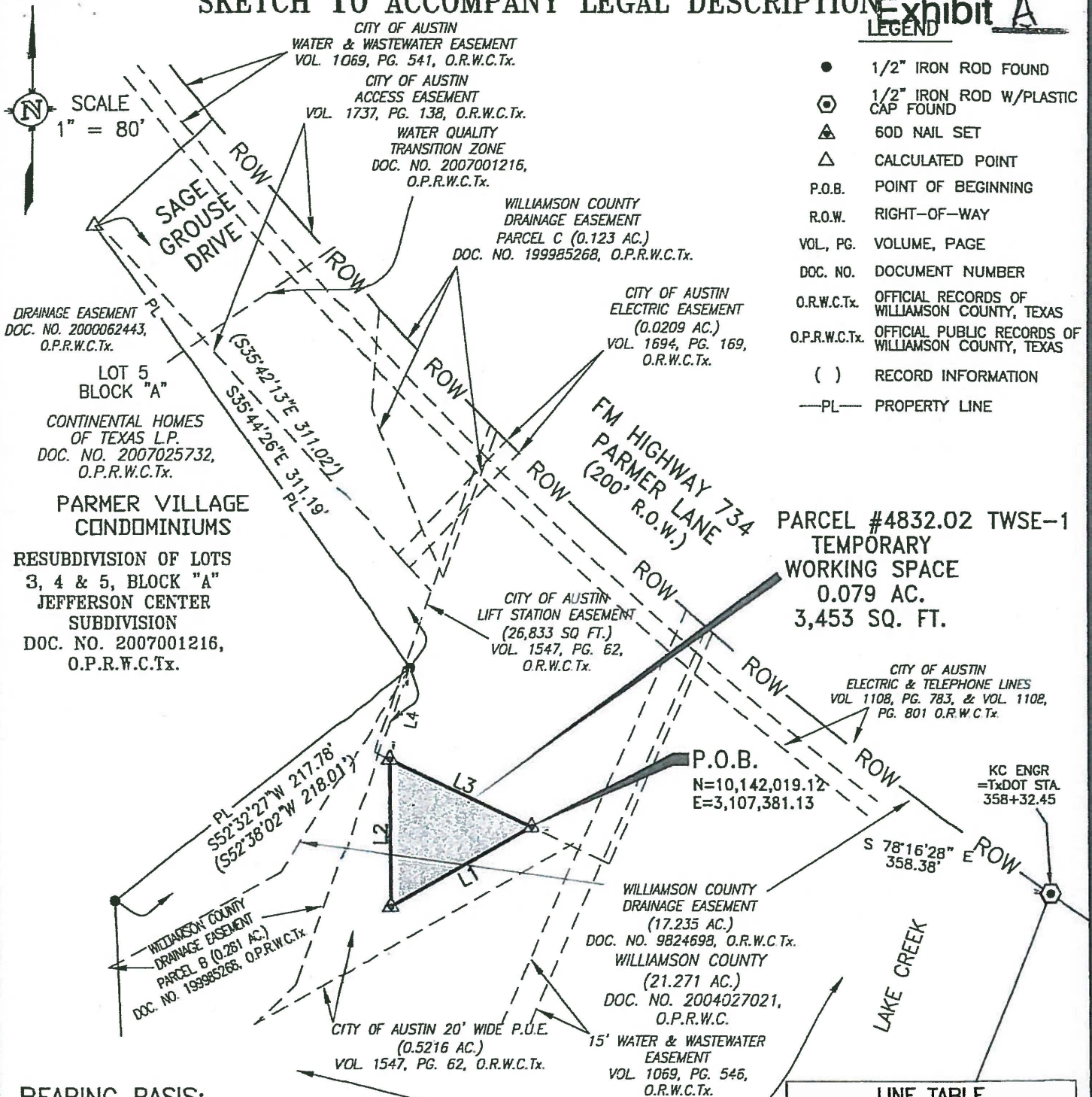
BY:  DATE: 2/4/15

CITY OF AUSTIN
 PUBLIC WORKS DEPARTMENT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Exhibit A
LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON ROD W/PLASTIC CAP FOUND
- ▲ 60D NAIL SET
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- VOL., PG. VOLUME, PAGE
- DOC. NO. DOCUMENT NUMBER
- O.R.W.C.Tx. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.Tx. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION
- PL— PROPERTY LINE



LINE TABLE		
Number	Bearing	Distance
L1	S61°10'03"W	94.19'
L2	N00°20'00"E	83.97'
L3	S64°49'58"E	90.64'
L4	N13°08'09"E	53.69'

DATE: 1/19/2015
DRAWN BY: R.W.S.
MAL JOB NO.: 453-08-13
REFERENCE: F.B. 632, PG. 59

MACIAS & ASSOCIATES, L.P.

LAND SURVEYORS, FIRM NO. 101141-00

★ ★ ★ ★ ★

5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876 EMAIL: WWW.MACIASWORLD.COM



PAGE 3 OF 3

CML 1-19-15
Carmelo L. Macias Date:
Registered Professional Land Surveyor
No. 4333 - State of Texas



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS – FIRM REG. NO. 101141-00

EXHIBIT “ ”

WILLIAMSON COUNTY
TO
CITY OF AUSTIN
(TEMPORARY WORKING SPACE EASEMENT)
PARMER LANE INTERCEPTOR PROJECT

DESCRIPTION FOR PARCEL #4832.02 TWSE-2

DESCRIPTION OF A 0.260-ACRE (11,324 SQUARE FOOT) TRACT OF LAND IN THE MALCOM M. HORNSBY SURVEY, ABSTRACT NO. 280, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A 21.271 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED DATED APRIL 6, 2004 TO WILLIAMSON COUNTY RECORDED IN DOCUMENT NO. 2004027021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail set having Texas State Plane Coordinate (Central Zone, NAD83, U.S. Feet), value of N=10,141,967.35, E=3,107,328.47 in the interior of said Williamson County 21.271 acre tract, on the south line of a 0.5216 acre tract, a 20-foot wide Public Utility Easement to the City of Austin recorded in Volume 1547, Page 62, Official Records of Williamson County, Texas for the northeast corner and **POINT OF BEGINNING** of this tract, from which a ½ inch iron rod with plastic cap stamped “K.C. Engineering” found at TXDOT Highway Station 358+32.45 on the existing southwest right-of-way line of Farm to Market Highway 734, also known as Parmer Lane (a 200 foot wide right-of-way) bears South 81°04’05” East a distance of 408.52 feet;

THENCE through the interior of said 21.271 acre tract the following eight (8) courses:

- 1) South 00°24’13” West, a distance of 67.98 feet to a 60D nail set for the southeast corner of this tract;
- 2) North 89°38’25” West, a distance of 73.26 feet to a 60D nail set for an interior corner of this tract;
- 3) South 41°20’31” West, a distance of 73.56 feet to the a 60D nail set for an interior corner of this tract;
- 4) South 41°57’23” West, a distance of 63.11 feet to a 60D nail set for an interior corner of this tract;
- 5) South 36°41’45” East, a distance of 88.64 feet to a 60D nail set on the north line of a 15-foot wide Water and Wastewater Easement to the City of Austin recorded in Volume 1069, Page 546, Official Public Records of Williamson County, Texas for the southernmost south east corner of this tract;

5410 South 1st Street • Austin, Texas 78745 • (512) 442-7875 • Fax (512) 442-7876 • www.maciasworld.com

- 6) North 79°35'54" West, along the north line of said 15-foot wide Water and Wastewater Easement, a distance of 22.03 feet to a 60D nail set for a southern southwest corner of this tract:
- 7) North 36°41'45" West, leaving the north line of said 15-foot Water and Wastewater Easement a distance of 69.40 feet to a 60D nail set for an interior corner of this tract;
- 8) South 41°37'32" West, a distance of 14.73 feet to a 60D nail set on the west line of said 21.271 acre tract and the east line of Lot 5 Block A, Resubdivision of Lots 3, 4 & 5, Block A, Jefferson Subdivision, a subdivision recorded in Document No. 2007001216, Official Public Records of Williamson County, Texas for the western most southwest corner of this tract;

THENCE North 01°35'27" West, along the west line of said 21.271 acre tract and the east line of said Lot 5 Block A, a distance of 89.43 feet to a 60D nail set on the south line of said 20-foot wide City of Austin Public Utility Easement, for the northwest corner of this tract, from which a ½ inch iron rod found at a common angle point of the 21.271 acre tract and said Lot 5, Block A bears North 01°35'27" West, 112.95 feet;

THENCE North 61°12'07" East, through the interior of said 21.271 acre tract along the south line of said 20-foot wide City of Austin Public Utility Easement a distance of 213.28 feet to the **POINT OF BEGINNING**, and containing 0.260 acres (11,324 square feet) of land;

NOTE

The coordinates and bearings described herein are Texas State Plane Grid Bearings, (Central Zone-4203), NAD 83 Combined Scale Factor 0.999898.). Project control point were established from City of Austin reference point "J-37-4001" having coordinates values of N=10,133,889.08, E=3,113,244.67.

THE STATE OF TEXAS §
 COUNTY OF TRAVIS §

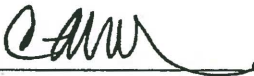
KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 19th day of January, 2015, A.D.




Macias & Associates, L.P.
 5410 South 1st Street
 Austin, Texas 78745
 512-442-7875


 Carmelo L. Macias
 Registered Professional Land Surveyor
 No. 4333 – State of Texas

REFERENCES

AUSTIN GRID NO. H-39
 WCAD PARCEL ID NO. R451890
 MACIAS & ASSOCIATES, L.P., PROJECT
 NO. 453-08-13

FIELD NOTES REVIEWED

BY:  DATE: 2/4/15

CITY OF AUSTIN
 PUBLIC WORKS DEPARTMENT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Exhibit B

SCALE
1" = 60'



FM HIGHWAY 734
PARMER LANE
(200' R.O.W.)

PARMER VILLAGE
CONDOMINIUMS

LOT 5
BLOCK "A"

RESUBDIVISION OF LOTS
3, 4 & 5, BLOCK "A"
JEFFERSON CENTER
SUBDIVISION
DOC. NO. 2007001216,
O.P.R.W.C.Tx.

DRAINAGE EASEMENT
DOC. NO. 2000062443,
O.P.R.W.C.Tx.

WILLIAMSON COUNTY
DRAINAGE EASEMENT
PARCEL B (0.281 AC.)
DOC. NO. 199985256, O.P.R.W.C.Tx.

CITY OF AUSTIN - 20' WIDE P.U.E.
(0.5216 AC.)
VOL. 1547, PG. 62, O.R.W.C.Tx.

P.O.B.
N: 10,141,967.35
E: 3,107,328.47

KC ENGR
=TxDOT STA
358+32.45

LAKE CREEK

WILLIAMSON COUNTY
(21.271 AC.)
DOC. NO. 2004027021,
O.P.R.W.C.Tx.

WILLIAMSON COUNTY
DRAINAGE EASEMENT
(17.235 AC.)
DOC. NO. 9824698, O.R.W.C.Tx.

FEMA 100 YR
FLOODPLAIN
REFERENCED IN
DOC. NO. 2007001215,
O.P.R.W.C.Tx.

PARCEL #4832.02
TWSE-2
TEMPORARY
WORKING SPACE
EASEMENT
0.260 AC.
11,324 SQ. FT.

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 1/2" IRON ROD W/PLASTIC CAP FOUND
- ▲ 60D NAIL SET
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- VOL., PG. VOLUME, PAGE
- DOC. NO. DOCUMENT NUMBER
- O.R.W.C.Tx. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.Tx. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.Tx. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION
- PL— PROPERTY LINE

BEARING BASIS:

ALL BEARINGS SHOWN
HEREON ARE BASED ON
THE TEXAS STATE PLANE
COORDINATE SYSTEM,
NAD83 (1986), C.N.T.
ZONE.

NOTES:

The easements shown or noted
and addressed on this survey
are those listed in Schedule B
of title commitment issued by
First American Title Insurance
Company, GF No. 201400916,
Effective date: April 15, 2014.



LINE TABLE		
Number	Bearing	Distance
L1	S00°24'13"W	67.98'
L2	N89°38'25"W	73.26'
L3	S41°20'31"W	73.56'
L4	S41°57'23"W	63.11'
L5	S36°41'45"E	88.64'
L6	N79°35'54"W	22.03'
L7	N36°41'45"W	69.40'
L8	S41°37'32"W	14.73'
L9	N01°35'27"W	89.43'
L10	N61°12'07"E	213.28'

DATE: 1/19/2015
DRAWN BY: R.W.S.
MAJ JOB NO.: 453-08-13
REFERENCE:

MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS, FIRM NO. 101141-00
★ ★ ★ ★ ★ ★ ★ ★
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876 EMAIL: WWW.MACIASWORLD.COM
JOBS/KENNEDY-JENKS/453-08-13 PARMER LANE EASEMENTS/DWG/453-08-13 4832.02 TWSE-2

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 - State of Texas

Date:



MACIAS & ASSOCIATES, L.P.
LAND SURVEYORS – FIRM REG. NO. 101141-00

Exhibit C

EXHIBIT “ ”

WILLIAMSON COUNTY
TO
CITY OF AUSTIN
(TEMPORARY WORKING SPACE EASEMENT)
PARMER LANE INTERCEPTOR PROJECT

DESCRIPTION FOR PARCEL #4832.02 TWSE-3

DESCRIPTION OF A 0.165-ACRE (7,170 SQUARE FOOT) TRACT OF LAND IN THE MALCOM M. HORNSBY SURVEY, ABSTRACT NO. 280, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A 21.271 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED DATED APRIL 6, 2004 TO WILLIAMSON COUNTY RECORDED IN DOCUMENT NO. 2004027021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.165-ACRE TRACT AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail set having Texas State Plane Coordinate (Central Zone, NAD83, U.S. Feet), value of N=10,142,232.91, E=3,107,353.26 in the interior of said Williamson County 21.271 acre tract on the curving south line of a Water and Wastewater Easement granted to the City of Austin recorded in Volume 1069, Page 541 of the Official Records of Williamson County, Texas, same being on the west line of a 26,833 square foot Lift Station Easement granted to the City of Austin recorded in Volume 1547, Page 62 of the Official Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of this tract, from which a ½ inch iron rod with plastic cap stamped “K.C. Engineering” found at TXDOT Highway Station 358+32.45 on the existing southwest right-of-way line of Farm to Market Highway 734, also known as Parmer Lane (a 200 foot wide right-of-way) bears South 52°53’11” East a distance of 474.99 feet;

THENCE through the interior of the 21.271 acre tract, the following two (2) courses:

- 1) With the west line of said Lift Station Easement, South 20°17’28” West, a distance of 25.24 feet to a 60D nail set for the southeast corner of this tract;
- 2) Leaving the west line of said Lift Station Easement, South 60°13’21” West, a distance of 85.40 feet to a 60D nail set on a southwest line of said 21.271 acre tract and a northeast line of Lot 5 Block A, Resubdivision of Lots 3, 4 & 5, Block A, Jefferson Center Subdivision, a subdivision recorded in Document Number 2007001216 of the Official Public Records of Williamson County, Texas for the southwest corner of this tract, from which a ½-inch iron rod found at an interior angle point of the 21.271 acre tract and an exterior angle point of said Lot 5 Block A, bears South 35°44’26” East, 70.06 feet;

THENCE with the southwest line of said 21.271 acre tract and the northeast line of said Lot 5 Block A, North 35°44'26" West, a distance of 13.37 feet to a 60D nail set for a south most west corner of this tract;

THENCE through the interior of the 21.271 acre tract, the following four (4) courses:

- 1) North 13°02'11" East, a distance of 91.98 feet to a 60D nail set for an interior west corner of this tract;
- 2) North 44°16'23" West, a distance 52.35 feet to a 60D nail set for an exterior west corner of this tract;
- 3) North 48°52'05" East, a distance of 26.79 feet to a 60D nail set on the aforementioned curve of the south line of said Water and Wastewater Easement, for the northwest corner of this tract;
- 4) Along said curve to the left with the south line of the Water and Wastewater Easement having a radius of 2,408.92 feet, an arc length of 124.34 feet, a delta angle of 02°57'25", and a chord which bears South 43°58'03" East, 124.32 feet to the **POINT OF BEGINNING** and containing 0.165 acres (7,170 square feet) of land;

NOTE

The coordinates and bearings described herein are Texas State Plane Grid Bearings, (Central Zone-4203), NAD 83). Project control point were established from City of Austin reference point "J-37-4001" having coordinates values of N=10,133,889.08, E=3,113,244.67.

THE STATE OF TEXAS §
 COUNTY OF TRAVIS §


KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 19th day of January, 2015, A.D.




Macias & Associates, L.P.
 5410 South 1st Street
 Austin, Texas 78745
 512-442-7875


 Carmelo L. Macias
 Registered Professional Land Surveyor
 No. 4333 – State of Texas

REFERENCES

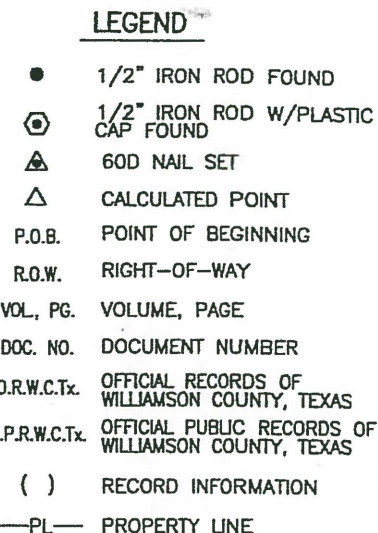
AUSTIN GRID NO. H-39
 WCAD PARCEL ID NO. R451890
 MACIAS & ASSOCIATES, L.P., PROJECT
 NO. 453-08-13

FIELD NOTES REVIEWED

BY:  DATE: 2/4/15

CITY OF AUSTIN
 PUBLIC WORKS DEPARTMENT

Exhibit C



5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PHL (512)442-7875
FAX (512)442-7876 EMAIL: WWW.MACIASWORLD.COM

AFTER RECORDING, RETURN TO CITY OF AUSTIN:

City of Austin

Office of Real Estate Services

Attn: _____

505 Barton Springs Rd., Ste. 1350

Austin, Texas 78704

File#: 4832.02/SG

Project Name: Parmer Lane Utility Upgrades

WCAD: R451890

MEMORANDUM



DATE: October 25, 2019
TO: Steven Gonzales
FROM: Thomas Balestiere, Senior Appraiser
SUBJECT: Parmer Lane Utility Upgrades

File #: 4832.02
Assignment Number: 57-002.01
WCAD Parcel Number: R451890
Property Owner: Williamson County
Acquisitions: 3,453 sf Temporary Working Space Easement
11,324 sf Temporary Working Space Easement
7,170 sf Temporary Working Space Easement

At your request, I have calculated compensation for the above acquisitions pursuant to an extension of the easement end date. The compensation estimated here is based on the appraisal for this property prepared by Catherine A. Thomas, MAI, with CBRE—Valuation and Advisory Services. The appraisal has an effective date of December 10, 2015. The purpose of the appraisal assignment was to form an opinion of the market value of the easement estate of the proposed acquisition(s) in order to estimate recommended compensation.

The larger parcel is a ±21.271-acre tract of vacant land located in far northwest Austin. The property is unzoned (located in Austin 2-mile ETJ) and is designated as "parkland" by WCAD.

The easement value is predicated on the appraiser's conclusion of the site's highest and best use for recreational amenity/greenbelt use. The compensation is based on an underlying land value of \$0.82/sf.

For the temporary easements, which total 21,947 sf, an annual rate of return of 10% is applied to the value of the underlying land. The easement extension is for a period of six (6) months expiring October 31, 2020.

The calculation of compensation for this extension period is as follows:

Acquisition	Compensation
Temporary Working Space Easements (3): (21,947 sf x \$0.82 x 10% x 0.5 yrs.)	\$900
Damages: (none)	\$0
Total	\$ 900

Please let me know should you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. A. Balestiere", with a stylized flourish at the end.

Thomas A. Balestiere

Commissioners Court - Regular Session**19.****Meeting Date:** 11/19/2019

WCLA Expo Agreement

Submitted For: Russ Boles**Submitted By:** Kelley Hammeren, Commissioner Pct.
#4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on the License and Use Agreement between Williamson County Texas and the Williamson County Livestock Association in relation to the granting of a license for WCLA's use of the Williamson County Exposition Center.

Background

Pursuant to Tex. Local Gov't Code § 319.004 and in consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, the proposed License Agreement will grant, subject to the terms and provisions thereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to the Williamson County Livestock Association, Inc. permission to use areas of the Williamson County Exposition Center for the purpose of holding a youth livestock show.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWCLA Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Kelley Hammeren

Final Approval Date: 11/04/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/01/2019 10:43 AM

11/04/2019 11:03 AM

Started On: 10/31/2019 02:11 PM

WILLIAMSON COUNTY EXPOSITION CENTER

LICENSE AGREEMENT

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE AGREEMENT ("Agreement") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of this state of Texas (hereinafter sometimes referred to as "Licensor", "Williamson County" or "County") and the Williamson County Livestock Association, Inc., a Texas non-profit corporation (hereinafter referred to as "Licensee") for the purposes set out herein.

1. Pursuant to *Tex. Local Gov't Code § 319.004* and in consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, Williamson County does hereby grant, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the area or real property specified in Exhibit "A" for the purpose of holding a youth livestock show. Exhibit "A" is incorporated herein as if copied in full. Licensee's use is restricted to the below named areas including the use of the parking area adjacent to the reserved premises, and any avenues of ingress and egress to the premises and such parking areas.
2. The term of occupancy granted to Licensee for each of its events by this Agreement shall be on the dates and times indicated below:

Event Dates	Move-In Day and Time	Move-Out Day and Time
a. December 1-8, 2019	December 2 @ 6:00 am	December 8 @ 8:00 pm;
b. December 5-13, 2020	December 5 @ 6:00 am	December 13 @ 8:00 pm;
c. December 4-12, 2021	December 4 @ 6:00 am	December 12 @ 8:00 pm;
d. December 3-11, 2022	December 3 @ 6:00 am	December 11 @ 8:00 pm.

3. **FACILITY:** Williamson County retains control and management of the Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described herein and shall have the right to eject any or all persons who fail or refuse to comply with the rules and regulations. Williamson County Exposition Center Management employees are responsible for management and maintenance of the facilities and shall have the right to access the facilities at any time during any event. Licensee shall treat the Williamson County Exposition Center and its staff with respect and take all steps necessary to maintain the facility in the same condition that it was in prior to Licensee's use.
4. **LIVESTOCK SHOW SALE:** The Licensee may also conduct an auction in conjunction with the livestock show conducted by Licensee during the prior week's event and may award cash and prizes to the stock show participants.

5. **LIVESTOCK SHOW PARTICIPANTS:** For each event held by Licensee, the Licensee may only allow participants of the livestock show to be bona fide members of a 4-H Club or FFA Chapter in Williamson County. Such participants must be enrolled in, and attending, public or private and/or home school elementary or secondary school and must either reside in and/or be enrolled in, and attending, public or private and/or home school elementary or secondary schools in Williamson County. In determining eligibility by school enrollment, a private or charter school must be physically located in Williamson County and a public school district must have its district office located in Williamson County.
6. **ADVERTISING, EVENT MARKETING AND SPONSORSHIPS:** Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center Management. Williamson County Exposition employees shall not be responsible for event promotion. The Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.

In the event Licensee obtains sponsorships and publishes, advertises or places the names of sponsors on signage, Licensee shall list the "Williamson County Exposition Center" among the top tier level sponsors listed in all such publications, advertisements and signage.

7. **EVENT STAFFING:** Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement. A Williamson County Exposition Center employee may be on site or on call while facilities are occupied. Staff presence will be determined on an event by event basis and finalized during planning meetings.
8. **FACILITY ALTERATIONS:** Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the facilities without prior written authorization of Williamson County Exposition Center Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.
9. **FLOOR/AREA PLANS:** Licensee shall submit floor / area plans to Williamson County Exposition Center Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. Management will work with each Licensee on parking spaces, loading and unloading spaces, specific needs, requirements to ensure compliance with fire safety standards and facility requirements.
10. **MOVE IN-MOVE OUT:** Licensee's events must begin and end in accordance with the contracted times and dates set out herein. Move-in/Move-out days shall occur on the days and times as set out herein. Licensee may submit requests, in advance, for additional days or hours outside of the stated Move-in/Move-out days and times and the Williamson

County Exposition Center's Manager will either deny or accept such requests, at his or her sole discretion.

11. **CANCELATIONS BY LICENSEE:** Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies.
12. **CANCELLATION BY WILLIAMSON COUNTY:** This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the agreement difficult or impossible to perform and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.
13. **INSURANCE REQUIREMENTS-Comprehensive Public Liability Insurance** at least 14 days prior to the commencement of the term of this Licensee Agreement will provide proof of current comprehensive public liability insurance. Comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar (\$1,000,000) with a two million dollar (\$2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must be effective during the contracted times as stated on the agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations. **The policy must name "Williamson County, Texas (Williamson County Exposition Center)" as a certificate holder and additional insured.**
14. **SETUP AND TEAR DOWN:** Licensee shall be responsible for setting up and tearing down all livestock panels and pens, stage, tables, chairs, personal property and any other Williamson County Exposition Center's equipment used for Licensee's event. All items shall remain in the condition they were in prior to the event, reasonable wear and tear excepted. Licensee shall be responsible for any damages beyond reasonable wear and tear, as determined by Williamson County, and shall pay Williamson County for any such damages immediately upon demand and presentment of an invoice. Upon completion of Licensee's event and prior to the contracted move-out time, all livestock panels and pens, stage, tables, chairs, personal property and any other Williamson County Exposition Center's equipment used by Licensee must be placed back in the storage area in which they were originally located prior to the event.
15. **LIVESTOCK PANELS:** If the Williamson County Exposition Center has access to or possession of any livestock panels for use, then the panels will be provided to the Licensee at no cost. Otherwise, the Licensee is responsible for obtaining all panels for the event.

16. **CLEANING:** Williamson County will schedule a third-party janitorial company to maintain the restrooms and indoor facilities during the high occupancy times of Licensee's event and all costs associated with such maintenance and janitorial services shall be billed to and paid by Licensee. Licensee will be provided with a copy of the invoice from the County's janitorial service company that sets forth exact number of hours billed for Licensee's event including a final restroom janitorial cleaning after the event and the existing contract rate, without markup, charged for such services.

Williamson County Exposition Staff will be responsible for all paper and plastic trash pickup, disposal and haul-off.

Licensee shall pay Williamson County for fur trap drain cleaning following each event. Williamson County will ensure that the fur trap drain is operating properly and contains sufficient capacity prior to each of Licensee's events. As of the Effective Date of this Agreement, fur trap drain cleaning cost is approximately \$400.00. Williamson County will charge Licensee for such cleaning at cost without markup to Licensee.

General cleaning is the responsibility of the Licensee in all licensed areas after an event. Areas contracted for use by Licensee hereunder should be left in the state that they were found prior to the Licensee's event. If the Licensee fails to complete clean-up after an event, the Licensee shall pay, immediately upon demand and presentment of an invoice, for all cleaning expenses incurred by Williamson County. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

17. **FREIGHT:** Any freight delivered before an event must have permission from the Williamson County Exposition Center Management. Any freight left after an event move out date or time will be charged a fee of \$100 per day. Deliveries for Event Coordinators may be accepted by Williamson County employees with prior approval by Facilities Management.
18. **FIRST AID:** Licensee may be required to provide, at Williamson County Exposition Center Management's discretion, certified first aid personnel during the Agreement term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Williamson County Exposition Center management office by the close of the event each day.
19. **SECURITY:** Uniformed peace officers are required at all events having alcohol, any event having over 500 guests and/or at the discretion of the Williamson County Exposition Management. Officers must be scheduled by Licensee and must be paid individually by Licensee at the commencement of the event. Alcohol may not be served until officers have arrived and are in place. The uniformed officer(s) is not a guest of the event or Licensee. The uniformed officer(s) purpose of being present at the event is to provide security for the event.

20. **PHOTOS:** Williamson County Exposition Center Management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center Management for educational or promotional materials. Williamson County may not sell any photos taken during Licensee's event. Williamson County agrees that it shall not take or use photos of the Licensee's livestock show backdrop or taken from inside the show arena unless agreed to, in advance, by Licensee. Licensee hereby acknowledges the need to market and advertise Williamson County Exposition Center's events in order to promote the Williamson County Exposition Center and obtain other events and, with such need in mind, Licensee hereby agrees to cooperate with Williamson County and provide photos or other materials to Williamson County, without fee, for such purposes if Williamson County is not allowed to take photos inside the show arena during Licensee's events.
21. **ALCOHOL POLICY:** Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required by Williamson County. The Licensee must provide security for any events serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all facilities for any event. The Approved Alcohol Vendor/ Concessionaire may be charged a percentage of the gross sales. All alcohol sales shall be stopped at a minimum of 30 minutes prior to the scheduled end of your event; provided, however, all alcohol sales may be stopped sooner if deemed necessary by Williamson County.
22. **CONCESSIONS AND CATERING:**
- A. Concessions: Concessions may be provided exclusively by the approved year-round Concessionaire for the Williamson County Exposition Center if the Williamson County Exposition Center is under such agreement at the time of the event.
- B. Catering: Licensee must follow the catering permit process with the Williamson County Exposition Center. Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County waives its standard surcharge relating to catering. However, all other catering regulations relating to a catering permit will apply. Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.
23. **FEE EVENTS:** If, during a contracted event period, Licensee would like to conduct a concert, dance or other event that members of the general public can attend upon purchase of a ticket, Licensee must request the consent of Williamson County. If Williamson County agrees to allow such concert, dance or other event, the terms and conditions for any such concert, dance or other event shall be set out in a written supplemental agreement to this Agreement and be executed, in advance, by both parties.
24. **DECORATIONS:** The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This

includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons are not allowed on the grounds or in our facilities. All decorations hung from ceilings or that require the use of equipment must be done by Expo Staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.

25. **CANDLES AND OPEN FLAMES:** Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the Williamson County Exposition Center Manager and must comply with Section 308.3. No pyrotechnics inside.
26. **FOG AND SMOKE MACHINES:** Use of fog or smoke machines is restricted to outside only. Inside use is prohibited
27. **AUTOMOBILES:** Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to your event. All Williamson County and state fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.
28. **EXIT DOORS AND FIRE CODE:** A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center Management.
29. **ELECTRICAL:** Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County shall provide electricity for Licensee's event at no cost to Licensee. If special arrangements are necessary for Licensee's event, Licensee must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event.
30. **ANIMALS:** Licensee utilizing a Williamson County Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County Facilities, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health

Commission, negative Coggins Test Certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

31. ANIMAL BEDDING:

- A. Participant or Licensee Provided Bedding: Licensee may either allow participants to bring in their own bedding (such as straw, shavings, hulls, etc.) or Licensee may choose to be the sole provider of any foreign materials used for bedding and, in such case, all participants in Licensee's event shall purchase animal bedding solely from Licensee. If Licensee chooses to be the sole provider of bedding, Licensee shall be responsible for the purchase and delivery of all bedding from a third-party vendor for its resale to participants.

If Licensee allows participants to bring in their own bedding or Licensee chooses to be the sole provider of bedding, the following conditions shall apply:

- i. Licensee shall be responsible for the clean-up, removal and haul-off of all animal bedding that is used during an event, as well as all costs associated with same;
- ii. All bedding clean-up, removal and haul-off must be completed by the end of the contracted event time; and
- iii. If the Licensee fails to complete the bedding clean-up, removal and haul-off after an event, the Licensee shall pay, immediately upon demand, for all bedding clean-up, removal and haul-off expenses incurred by Williamson County.

- B. County Provided Bedding: In the event Licensee chooses to not provide bedding or chooses not to allow its participants to provide their own bedding and Williamson County is the sole provider of bedding during Licensee's event(s), Williamson County shall be responsible for the purchase and delivery of all bedding from a third-party vendor for its resale to Licensee's participants, as well for the clean-up, removal and haul-off of all animal bedding that is used during Licensee's event(s). Williamson County uses the sales proceeds from bedding sales to pay for the costs associated with the clean-up, removal and haul-off of all animal bedding and, due to such fact, Licensee shall assist Williamson County in ensuring Williamson County is the sole provider of all bedding during Licensee's event(s) when Licensee chooses to not be the sole provider of bedding or not to allow its participants to provide their own bedding during Licensee's event(s).

- C. Notice of Election: On or before the thirtieth (30th) day prior to each of Licensee's events, Licensee shall notify the Williamson County Exposition Center Manager of its election to proceed under either the above Subsection A. (Participant or Licensee Provided Bedding) or Subsection B. (County Provided Bedding).

32. NIGHT WATCHMAN: Licensee shall provide, at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which animals are on the premises.

33. **GENERAL COMPLIANCE:** Licensee agrees to comply with all applicable city, state, and federal governmental agencies, laws, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Expo Facility and must act in good faith and cooperate with Williamson County.

34. **GLASS CONTAINERS:** Glass drinking containers are not permitted in any Williamson County Exposition Center Facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Barns, or Parking Lot.

35. **FLAMMABLE AND HAZARDOUS MATERIALS:** Flammable liquids or materials under high pressure are prohibited in the Williamson County Exposition Center's Indoor Expo Hall, Show Office/ Event Office, Ron Morrison Meeting Room and Catering Kitchen. This includes; but is not limited to gasoline, kerosene and propane.

36. **OPEN CARRYING OF FIREARMS:** The carrying of firearms shall be pursuant to and in compliance with current Texas law.

37. **HAZARDOUS WASTE:** The Licensee agrees, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Facilities Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Facilities Management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center Management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by Facilities Management for each infraction and Licensee shall be deemed in material breach of the License & Use License & Use Agreement and subject to immediate termination of the License & Use License & Use Agreement and removal from the property.

38. **INDEMNIFICATION :** TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND INSURERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND DEMANDS, INCLUDING COURT COSTS, ATTORNEY'S FEES AND EXPENSES, DUE TO INJURIES, LOSSES OR

DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE LICENSEE'S EVENT, PURSUANT TO THE LICENSE & USE LICENSE & USE AGREEMENT, IF ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY, OR IS CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY, THE ACT, OMISSION, ERROR, MISTAKE NEGLIGENCE, OTHER FAULT OF LICENSEE, ANY OFFICER, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE LICENSEE, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE; PROVIDED, HOWEVER, THAT EXCEPT FOR WORKER'S OR WORKMEN'S COMPENSATION, DISABILITY BENEFITS OR OTHER SIMILAR EMPLOYEE BENEFIT CLAIMS, LICENSEE IS NOT OBLIGATED TO INDEMNIFY THE COUNTY HEREUNDER FOR THAT PORTION OF ANY CLAIMS, DAMAGES, LOSSES, DEMANDS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY GROSSLY NEGLIGENT ACT OR OMISSION OF THE COUNTY, OR ITS OFFICERS, AGENTS OR EMPLOYEES. LICENSEE'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. WITH RESPECT TO ANY AND ALL CLAIMS AGAINST THE COUNTY OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS BY ANY EMPLOYEE OF LICENSEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LICENSEE, OR ANYONE FOR WHOSE ACTS LICENSEE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION DESCRIBED ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE LICENSEE, UNDER WORKER'S OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW".

39. **USE OF COUNTY EQUIPMENT:** Without prior coordination and agreement of the Williamson County Exposition Center Manager, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County Government.
40. **INTELLECTUAL PROPERTY:** Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. THE WILLIAMSON COUNTY GOVERNMENT

LOGO MAY NOT BE USED ON ANY PROMOTIONAL MATERIAL WITHOUT THE EXPRESS WRITTEN CONSENT OF WILLIAMSON COUNTY COMMISSIONERS COURT.

41. **LIABILITY AND LIMITATIONS OF PARKING:** Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensees are responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.
42. **LIMITATIONS OF LIABILITIES:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WILLIAMSON COUNTY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM THE USE OF THE WILLIAMSON COUNTY EXPOSITION CENTER, HOWEVER ARISING, INCLUDING FAILURE OF VOICE OR DATA LINES, EVEN IF WILLIAMSON COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WILLIAMSON COUNTY LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT RECEIVED UNDER THIS AGREEMENT FOR DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE LICENSE & USE AGREEMENT. USERS OF WILLIAMSON COUNTY EXPOSITION CENTER ARE ADVISED TO PROCURE EVENT CANCELLATION INSURANCE. WILLIAMSON COUNTY WILL NOT ASSUME LIABILITY FOR CANCELLATION DUE TO EMERGENCIES OR UNFORESEEN CIRCUMSTANCES. RECOVERY UNDER SUCH CIRCUMSTANCES SHALL BE LIMITED TO THE AMOUNT OF LICENSE & USE FEES PAID UNDER THE LICENSE & USE AGREEMENT. WILLIAMSON COUNTY EXPOSITION CENTER SHALL NOT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY LACK OF HEAT, WATER OR LIGHTS DUE TO AN ACT OF GOD OR FAILURE OF EQUIPMENT TO OPERATE PROPERLY THROUGH NO FAULT OF THE WILLIAMSON COUNTY EXPOSITION CENTER.
43. **LOST OR STOLEN ITEMS:** Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center Management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Center Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the License & Use Agreement. Licensee assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.
44. **PARKING LOTS AND ROADWAYS:** It is the Licensee's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.
45. **HELIUM BALLOONS:** Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium

balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

46. **RV PARK AND RV PARKING:** Event camping or use of RV's at a Williamson County Exposition Center shall only be allowed in designated areas for camping and parking of RV's. Williamson County Exposition Center Management will work with Licensee to determine location, additional fees and number of spaces allocated. All revenue generated from the Williamson County Exposition Center RV Park will be collected and retained by Williamson County.
47. **RESPONSIBILITY:** Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.
48. **CAPACITY:** Licensee shall not admit to the Premises a larger number of persons than the seating capacity thereof. The ruling of the Williamson County Exposition Center Manager on this question shall be final.
49. **SMOKING:** No smoking is allowed inside the Williamson County Exposition Center buildings.
50. **COUNTY PROPERTY:** Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be charged to Licensee and immediately paid upon demand.
51. **MEDIA RIGHTS:** Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Center during the term of this agreement. Should the Williamson County Exposition Center grant Licensee such privilege, Williamson County Exposition Center has the right to require advance payment of any estimated related cost to Williamson County Exposition Center and may also require payment for said privilege in addition to License & Use fee. The grant of such privilege must be in writing and obtained from the Williamson County Exposition Center Manager in advance of the broadcast date.
52. **NO SUBLETTING AND ASSIGNMENT:** Licensee shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of Williamson County. This provision does not apply to the Williamson County Youth Fair. Licensee may allow the Williamson County Youth Fair to conduct its program at the Williamson County Exposition Center concurrently with Licensee's events.
53. **GOVERNING LAW & VENUE:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

54. **FORCE MAJEURE:** In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

55. **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.

IN WITNESS WHEREOF, Williamson County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has Licensee, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

LICENSOR

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____, 20____

LICENSEE

WILLIAMSON COUNTY LIVESTOCK ASSOCIATION, INC.

By: Brian Turner

Printed Name: Brian Turner

Title: President WCLA

Date: October 22, 2019

Exhibit “A”

- Indoor Expo Hall
- Outdoor Covered Expo
- Main Covered Arena
- Covered Warm-up Arena
- Show Office/ Event Office
- Ron Morrison Meeting Room
- Catering Kitchen
- Pavilion (Upon Completion)

Commissioners Court - Regular Session**20.****Meeting Date:** 11/19/2019

Gladstone Engagement

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 regarding the engagement of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. to provide legal representation to the Williamson County Sheriff's Office with respect to general employment law matters and workplace training; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Lloyd Gosselink Engagement Letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 11/08/2019

Reviewed By

Andrea Schiele

Date

11/08/2019 10:30 AM

Started On: 11/07/2019 04:51 PM

Ms. Gladstone's Direct Line: (512) 322-5863
Email: sgladstone@lglawfirm.com

November 7, 2019

Williamson County
Attn: Bill Gravell, Jr.,
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Re: Engagement Letter
Williamson County Sheriff's Office General Employment Law Matters & Training
Billing File Number: 4139-00

Dear Judge Gravell:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, and in part to comply with the provisions of Texas Local Government Code Chapter 176, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Williamson County hereby engages Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") to provide legal representation to the Williamson County Sheriff's Office with respect to general employment law matters and will also conduct workplace training ("the Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated October 2, 2018. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. My associates, Emily Linn and Sarah Glaser, may also from time-to-time be working on the Matter. You may contact me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences regarding the Matter, factual investigation, legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting correspondence and other documents; and travel, if needed, per the County's reimbursement guidelines.

Legal fees and costs are difficult to estimate. Please be assured that we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My current rate is \$310.00 per hour, Ms. Linn's current rate is \$230.00 per hour, and Ms. Glaser's current rate is \$275.00 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. If paralegal time is necessary for efficiency, it will be billed at the rate of \$120.00 per hour. Rates for our legal services, expenses and charges are subject to change and, in such case, any rate changes will be set forth in a written amendment to this agreement that is signed by both parties. We will submit all out-of-pocket expenses incurred for reimbursement on the invoice, except that we may request you pay directly to the provider unusually large outside costs, such as experts and consultants.

Invoices

We will send you a confidential statement on a monthly basis, usually by the 20th of the following month. The bills will provide, in full detail, a description of all work that has been performed, the charge for each day's work, all incurred expenses, and an account balance. We will also send a remittance page summarizing only fees and costs, so that you can keep the details of services rendered confidential from your accounts payable personnel. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in compliance with Chapter 176 of the Local Government Code (2007), we have performed an internal conflicts of interest inquiry. Based on the information available to us, and in accordance with the rules of professional responsibility adopted in Texas, we are not aware of any potential disqualification.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively

November 7, 2019

Page 3

electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If you have any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you printing out, signing and returning this document by email, regular mail or facsimile.

Again, we are honored by the opportunity to work with you.

Sincerely,



Sheila Gladstone

SBG:stl

Attachment

Williamson County

By: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____

Cc: Tim Ryle, Chief Deputy Via email: Tim.Ryle@Wilco.org

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt **"The Texas Lawyer's Creed -- A Mandate for Professionalism"** described above.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears, Justice
C. L. Ray, Justice
Raul A. Gonzalez, Justice
Oscar H. Mauzy, Justice
Eugene A. Cook, Justice
Jack Hightower, Justice
Nathan L. Hecht, Justice
Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis, Judge
Sam Houston Clinton, Judge
Marvin O. Teague, Judge
Chuck Miller, Judge
Charles F. (Chuck) Campbell, Judge
Bill White, Judge
M. P. Duncan, III, Judge
David A. Berchermann, Jr., Judge

Commissioners Court - Regular Session**21.****Meeting Date:** 11/19/2019

Court Appointment Representation

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 regarding the engagement of the law firm of Siebman Forrest Burg & Smith, LLP to provide legal representation to Williamson County relating to the appointment and compensation of court appointed attorneys; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Siebman Forrest Engagement Letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 08:45 AM

Started On: 11/13/2019 08:39 AM

SIEBMAN FORREST
BURG & SMITH, LLP
ATTORNEYS & COUNSELORS

CLYDE M. SIEBMAN
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

Federal Courthouse Square
300 North Travis Street
Sherman, TX 75090
Phone: 903-870-0070
clydesiebman@siebman.com

November 12, 2019

VIA ELECTRONIC MAIL

Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626
hhawes@wilco.org

Re: Williamson County, Texas; Issues Relating to Fair Defense Act & Local Implementation and Compliance

Dear Hal:

Let this confirm that Siebman Forrest Burg & Smith, LLP ("Firm") has been retained by Williamson County, Texas ("Client") to advise and represent Client on matters relating to the appointment and compensation of court appointed attorneys. We appreciate the opportunity to assist Client in this case.

This letter will confirm our mutual understandings and agreements regarding our Firm's provision of legal services to Client. If you have any questions, please do not hesitate to bring them to my attention.

The Firm's representation is limited to the representation of Client in the above-referenced matter and the Firm has not been retained to represent Client generally or in connection with any other matters unless we modify this engagement letter by subsequent signed letter of agreement. To the extent the Firm provides other legal services without a separate agreement, the terms and conditions of this agreement will apply unless and until modified. It is understood that Firm is being retained to provide legal services and that we are not responsible for providing business, financial, tax, or accounting advice to Client.

I will be the senior attorney handling this matter for Firm. Other attorneys may also work on this matter as we deem advisable. Firm also uses associates and legal assistants in providing professional services when we believe that their use will be of assistance and/or will reduce legal costs or improve efficiency. Firm's compensation for its services will be on a time and charges basis which is generally calculated as the time reasonably involved in performing various tasks

multiplied by the hourly rate of the attorney or legal assistant performing the service. I have agreed to reduce my standard hourly rate as an accommodation to Client and in recognition of Client's status as a governmental entity and the matter being non-federal in nature. Hourly rates for partner level and other senior attorneys in this matter, including me, will be \$395 per hour. Associates with the firm will have the hourly rate of \$295. The attorneys I envision working on this matter include partner Bryan Burg and Associate Becca Skupin as well as me. I reserve the option of using a senior Of Counsel attorney, Laura Lang, in place of Bryan Burg if the need arises or her use would be more appropriate. The rate for legal assistant's rate will be \$100 per hour. Firm will not adjust its billing rates for one year from the date of this letter. After that, we will notify Client promptly of any adjustments to our rates and will place any adjusted rates into effect only for work done after such notification and with Client's consent.

Firm submits statements for legal fees and reimbursable expenses on a monthly basis, or shortly after services are rendered or expenses incurred. Our intent is to keep Client informed so that Client can regularly monitor the fees and expenses incurred. If Client has questions or concerns about the fees and expenses, Client agrees to contact Firm promptly so the matter can be addressed in a timely manner. Unless Client promptly advises Firm otherwise, it is agreed that Client generally approves the level of representation in this matter and the reasonable and necessary nature of the invoiced charges. We respectfully request that the Client keep us informed of any issues that arise during the litigation and keep the lines of communication open.

Reimbursable expenses include, but are not necessarily limited to, filing fees, travel, postage, overnight or special couriers, court reporter costs, videographer fees, deposition fees, and expert witness fees. With respect to any major out of pocket expenses, Firm will confer with Client in advance and may submit statements for such expenses to Client in advance for payment. Significant expenses are not expected in this non-litigation matter.

Firm's statements for fees and expenses are due upon receipt, and are to be paid no later than 30 days after receipt. By entering into this attorney representation agreement, Client agrees to timely pay Firm's invoices for fees and expenses related to the representation. Client further agrees to work cooperatively with Firm and to provide complete and accurate information upon request. Firm reserves the right to withdraw from Client's representation in the event invoices are not timely paid. Law Firm also reserves the right to withdraw from representing Client if Client misrepresents or fails to disclose material facts or if Client fails to take the advice of Law Firm and in the opinion of Law Firm such failure undermines the attorney client relationship between Client and Law Firm or would result in Law Firm violating applicable rules of professional responsibility by continuing to represent Client.

It is important that Client understands that Firm cannot make and has not made any guarantee regarding the outcome of this representation. Nothing in this agreement and no statement by Siebman Forrest Burg & Smith, L.L.P.'s staff or attorneys constitutes a promise as to results, or a guarantee. Any statements by Firm about the outcome of litigation or other legal proceeding are expressions of opinions only.

The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with an attorney involves professional

misconduct, the Office of General Counsel of the State Bar of Texas will provide Client with information about how to file a complaint. For more information, please call 1-800-932-1900.

This agreement supersedes all prior oral and/or written agreements regarding Siebman Forrest Burg & Smith, L.L.P.'s representation of Client. This agreement can be amended and/or modified only in writing signed by the parties. Nothing in this agreement is intended or shall be construed as impermissibly waiving or limiting Firm's or its attorneys' professional obligations to Client or to the profession under the Disciplinary Rules of Professional Conduct adopted by the State Bar of Texas or any other law. This agreement shall be binding upon Client and Firm and our respective heirs, executors, legal representatives, successors and assigns.

Our law firm is honored to have the opportunity to represent Williamson County in this interesting matter. In the event Client desires any changes to the terms and conditions of the agreement, we are committed to working to accommodate any such reasonable requests. Otherwise, this correspondence will reflect the terms and conditions of our engagement.

With kindest regards, I am

Sincerely yours,

SIEBMAN FORREST BURG
& SMITH, LLP

By: _____

Clyde M. Siebman

Agreed:

Williamson County, Texas

By: _____

Printed Name: _____

Date: _____

Commissioners Court - Regular Session**22.****Meeting Date:** 11/19/2019

United Healthcare Insurance Company Amendment No. 2 effective January 1, 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 authorizing the United Healthcare Insurance Company, Amendment No. 2, effective 1/1/20, for the same terms and conditions as the existing contract with the exception of the updated Excess Loss Insurance as shown in the attached Schedule of Benefits under Group Policy No. GA-911463AL.

Background

United Healthcare Insurance Company is the provider of Group Policy coverage for Williamson County employees. The department point of contact is Shelley Loughrey. The FY20 funding source is under Stop Loss Insurance, 01.0885.0885.004057.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

United Healthcare Insurance Company, Amendment No. 2, Schedule of Benefits effective 1/1/20

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 08:40 AM
11/14/2019 11:42 AM
Started On: 11/08/2019 11:56 AM

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

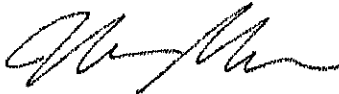
AMENDMENT NO. 2

Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").


It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2020.

UnitedHealthcare Insurance Company



William J. Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2020

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2020 through December 31, 2020, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2020 and Paid from January 1, 2020 through December 31, 2020.

Specific Deductible per Covered Person: \$300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$65.81 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2020 and Paid from January 1, 2020 through December 31, 2020.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$27,902,418 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit:
\$300,000

Monthly Aggregate Factors: \$1,548.12 per subscriber

Aggregate Excess Loss Premium: \$4.90 per subscriber per month

EXPERIENCE REFUND ENDORSEMENT

Policyholder: Williamson County

Effective Date: January 1, 2019

In consideration for the premium shown in the Schedule of Excess Loss, the Excess Loss Insurance Policy (the "Policy") will be revised with the addition of Experience Refund Provision.

EXPERIENCE REFUND

The Company will pay the Policyholder an Experience Refund of 25% of Net Profit if the Company issues the Policyholder a Policy/Amendment that provides insurance for a Subsequent Policy Period and insurance is continuous from the first day of the Policy Period through the entire Subsequent Policy Period.

NET PROFIT

Net Profit is calculated as:

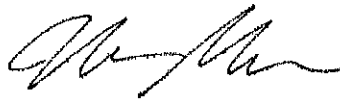
- a. 60% of the sum of all premiums paid by the Policyholder for the Specific Excess Loss Insurance for the Policy Period; minus
- b. the sum of all Specific Excess Loss Insurance claims for the Policy Period.

CALCULATION OF REFUND

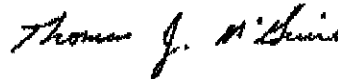
Company will calculate and send to the Policyholder, the Experience Refund, if due, 6 months after the end of the Policy Period. A premium credit in the amount of the Experience Refund will be applied to the next available bill.

If Specific Excess Loss Insurance claims are paid after an Experience Refund has been paid to the Policyholder, and such claims relate to the Policy Period for which the Experience Refund has been paid a new Net Profit will be calculated and the Policyholder shall reimburse Company for any reduction in the Experience Refund within thirty (30) days after written notice by the Company. Company may, at its option be reimbursed for any reduction on a previously paid Experience Refund by subtracting the reduced amount from any future payable claim.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.



William J. Golden, President



Thomas J. McGuire, Secretary

Commissioners Court - Regular Session**23.****Meeting Date:** 11/19/2019

Milliman Inc Consulting Actuary

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 Milliman, Inc. to provide Consulting Actuary for Williamson County in the not-to-exceed amount of \$21,000.00 and authorizing execution of the agreement.

Background

This agreement is for the renewal of service for the consulting actuary. Milliman is an outside auditing company that provides the following services to the County: Their main focus is for the GASB 75 which replaced the GASB 45 that provides standards for accounting and financial reporting for postemployment benefits other than pensions (OPEB) benefits that U.S. state and local governments provide to their retired employees. These benefits primarily involve health care benefits, but may include life insurance, disability. The Auditors office is required to provide this GASB 75 Report for the separate external auditors that review their financials. Department point of contact is Shelley Loughrey. Funding Source 01.0885.0886.004181 for FY 20.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachmentscontract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/13/2019 04:07 PM

11/14/2019 12:00 PM

Started On: 11/13/2019 09:29 AM

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR CONSULTING ACTUARY
(Milliman, Inc.)**

THIS SERVICES CONTRACT (hereinafter “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 **Milliman, Inc.** with offices at 333 Clay St., Ste. 4330, Houston, TX 77002, (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that it is not an employee of The County. The services include, but are not limited to actuary consulting services.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for the current fiscal year through September 30, 2020. Unless terminated by either party pursuant to paragraph X below, the contract will automatically renew for up to two additional one-year terms for fiscal year 2021 and fiscal year 2022. After fiscal year 2022, the contract must be revisited by The County’s governing body.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$21,000.00, and renewals may not exceed 5% increase from the previous year, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the performance of the service under the contract is completed; or (2)

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 licensed to do business in the State of Texas as admitted or surplus lines carriers and rated A- or better by A.M. Best Company or otherwise acceptable to The County. Service Provider's Comprehensive General Liability policies shall 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 OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 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.

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 itself 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, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' NEGLIGENCE) FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE INDEMNITEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM 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. 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, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE

INDEMNITEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE, INTENTIONAL FRAUD, OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN BY SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

INDEMNIFICATION - PROCEDURES: THE COUNTY AGREES THAT IT WILL PROMPTLY NOTIFY AND TENDER THE DEFENSE TO SERVICE PROVIDER OF ANY INDEMNIFIED CLAIM, PROVIDED THAT THE COUNTY'S FAILURE TO PROVIDE PROMPT NOTICE SHALL NOT RELIEVE SERVICE PROVIDER FROM LIABILITY HEREIN EXCEPT TO THE EXTENT SERVICE PROVIDER IS PREJUDICED BY SUCH FAILURE, AND SERVICE PROVIDER SHALL, AT ITS SOLE EXPENSE, DEFEND, AND AT ITS SOLE DISCRETION, SETTLE ANY SUCH INDEMNIFIABLE CLAIM, PROVIDED THAT, SERVICE PROVIDER SHALL OBTAIN THE COUNTY'S CONSENT IN THE EVENT OF ANY SETTLEMENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE COUNTY MAY PARTICIPATE IN THE DEFENSE OF ANY INDEMNIFIED CLAIM AT ITS OWN EXPENSE.

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 a mutually acceptable authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine 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 and examinations; provided, however, that: (i) The County and Service Provider shall mutually agree in advance upon the scope, timing and location of such an audit or examination; and (ii) The County shall protect the confidentiality of all confidential and proprietary information of Service Provider to which The County has access during the course of such an audit or examination. 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 it will not use any incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not enter any unauthorized areas or access confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

No Assignment: Neither The County nor Service Provider may assign this Contract without the other parties prior written consent. Any attempted assignment without such consent shall be null and void.

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.

XVII.

Limitation of Liability: To the extent authorized under Texas law, Service Provider will perform all services in accordance with applicable professional standards. In

the event of any claim(s) arising from services provided by Service Provider at any time, the total liability of Service Provider, its officers, directors, agents and employees to The County shall not exceed, in the aggregate, five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Service Provider be liable for lost profits of The County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross negligence, intentional fraud, or willful misconduct of Service Provider.

XVIII.

Third Party Distribution: Service Provider's work is prepared solely for the use and benefit of The County in accordance with its statutory and regulatory requirements. Service Provider recognizes that materials it delivers to The County may be public records subject to disclosure to third parties, however, Service Provider does not intend to benefit and assumes no duty or liability to any third parties who receive Service Provider's work and may include disclaimer language on its work so stating. The County agrees not to remove any such disclaimer language from Service Provider's work. To the extent that Service Provider's work is not subject to disclosure under applicable public records laws, The County agrees that it shall not disclose Service Provider's work to third parties without Service Provider's prior written consent; provided, however, that The County may distribute Service Provider's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Service Provider's work for any purpose other than to provide services to The County, or (ii) any applicable regulatory or governmental agency, as required.

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



Printed Name

Date: , 2019

Commissioners Court - Regular Session**24.****Meeting Date:** 11/19/2019

Grand Ave. Flats Resolution of No Objection

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a resolution on behalf of Grand Avenue Flats Ltd. to the Texas Department of Housing and Community Affairs (TDHCA) confirming Williamson County's statement of "no objection" to the proposed Grand Avenue Flats development located on the northeast corner of FM 1325 and Tandem Road in Precinct 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Resolution of No Objection](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 08:39 AM

Started On: 11/12/2019 03:24 PM



RESOLUTION

FOR NO-OBJECTION OF WILLIAMSON COUNTY COMMISSIONERS COURT IN SUPPORT OF DEVELOPMENT OF AFFORDABLE HOUSING NAMED GRAND AVENUE FLATS

WHEREAS, Grand Avenue Flats, Ltd. has proposed a development for affordable rental housing of 275 units that will be located at the Northeast Corner of FM 1325 & Tandem Road in Austin, Texas in unincorporated Williamson County, Precinct 1, and within the City of Austin Extraterritorial Jurisdiction; and

WHEREAS, Grand Avenue Flats, Ltd. has submitted an application to the Texas Department of Housing and Community Affairs for 2020 Housing Tax Credits for Grand Avenue Flats.

NOW THEREFORE BE IT RESOLVED, that in accordance with the requirements of Tex. Gov't Code §2306.67071 and Texas Administrative Code §11.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a); and
2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
3. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and
4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and

BE IT FURTHER RESOLVED, that as provided for in 10 TAC §11.3(d) it is hereby acknowledged that the proposed New Construction or Adaptive Reuse Development is located one linear mile or less from a Development that serves the same type of household as the proposed Development and has received an allocation of Housing Tax Credits (or private activity bonds) for New Construction since in the three-year period preceding the date the Certificate of Reservation is issued; and

BE IT FURTHER RESOLVED that for and on behalf of the Governing Body, Williamson County Judge Bill Gravell is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED THIS _____ DAY OF _____,

BILL GRAVELL
County Judge

Commissioners Court - Regular Session**25.****Meeting Date:** 11/19/2019

Justice Center New South IDF Cabling

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 Brycomm, LLC to provide installation services at the Justice Center in the amount of \$68,047.84, as per DIR contract #DIR-TSO-3698, and authorizing execution of the agreement.

Background

This agreement is for the installation of Cat6 plenum cable at the Justice Center and all existing will be turned into new patch panels in the closet indicated. Department point of contact is Tammy McCulley. Funding Source 01.0100.0503.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[quote](#)[contract](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/13/2019 04:20 PM

11/14/2019 10:13 AM

Started On: 10/23/2019 08:41 AM



BRYCOMM

15302 Marsha Street Austin, TX 78728
Phone: (512) 712-4008 Fax: (512) 712-4009



Date: October 17, 2019

Bid No.: _____

Subject: Justice Center – New South IDF Cabling

Send Contracts

and PO's to: Orders@BryComm.com

Estimated By: Shaun Holmes

Scope of Work:

We appreciate your interest in our services and thank you for the chance to offer the following proposal for the project referenced above. Our proposal incorporates the following:

I. DOCUMENTS:

Drawings: **Discussed in email and attached**

II. SCOPE OF WORK:

Horizontal Cabling:

1. Cat6 plenum cable to each existing location up to 230 cables. Additional cat6 cable costs \$290.00 each.
2. All Cat6 cabling will be terminated into new patch panels in the closet indicated on the drawings.
 - a. The outlet end of each cable will be terminated utilizing jack modules.
 - b. The jack modules will snap into faceplates or surface mount boxes and then be mounted at the locations indicated on the drawings.
 - c. 1 – Patch cord will be furnished and installed for every horizontal cable installed. Cat6 Blue 1ft
3. All cabling will be neatly dressed to meet or exceed industry standards.

Cutover & Wreck-out:

1. All existing cabling going back to the IDF to be abandoned will be removed from the ceiling after the cutover takes place.
2. All cabling will be cutover to the new cabling at the user location and the old cabling will be temporarily be left in place until it has been determined that the new IDF is functioning properly.

III. CLARIFICATIONS AND EXCLUSIONS:

1. Payment and Performance bonds are not included in this proposal. Pricing available upon request.
2. No core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT), poke-thru or other such pathway installation is included in this proposal.
3. Plywood has been excluded from this proposal. Pricing is available upon request.
4. Price does not include any labor or materials for Grounding and Bonding systems.
5. Price does not include Wireless Access Points.
6. Price does not include installation or relocation of owner provided Wireless Access Points.
7. Price does not include any network equipment or relocation of existing (switches/routers).
8. Price does not include repair/replacement of any faulty device or cabling in the existing system.
9. New pathways inside and outside (conduit) will be by others.
10. Testing, labeling and documentation of the entire install will be provided to the owner upon completion, per contract documents.

11. Any electrical power receptacles, carpentry, demolition, patching, painting, refinishing and relocation are excluded.
12. BryComm to require (15) working days to review, process, and return all customer issued contracts.
13. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.

IV. PRICING SUMMARY:

Scope of Work		Cost
	Cat6 cabling installation with cutover and wreck-out	\$ 68,047.84
	DIR pricing break-out below	
		\$ -
	Sales Tax (if applicable)	\$ -
Total		\$ 68,047.84

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Shaun Holmes
Project Manager
Office: (512) 712-4008 x120
Fax: (512) 712-4009
Cell: (512) 992-6106
Shaun.Holmes@BryComm.com
Security License #B17431
www.BryComm.com



DIR# DIR-TSO-3698									
	Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report - Over 200 Pulls - 151-300 Feet					230	\$ 222.78	\$ 51,239.40	
	Installation of one (1) 48 port Category 6 patch panel					5	\$ 359.93	\$ 1,799.65	
	Panduit Cat6 3ft patch cord					230	\$ 6.15	\$ 1,414.50	
	4-Pair Category 6 PLN - General					20000	\$ 0.46	\$ 9,194.80	
	Misc anchors, sleeves, and fire caulk					1	\$ 213.49	\$ 213.49	
	Crew Foreman - Non-Standard Time - Cabling Cutover & Wreck Out					40	\$ 56.31	\$ 2,252.40	
	Entry Level Technician - Non-Standard Time - Cabling Cutover & Wreck Out					40	\$ 31.76	\$ 1,270.40	
	Project Manager					10	\$ 66.32	\$ 663.20	
								\$ -	
						Sub-Total:		\$68,047.84	
						Shipping & Handling:		\$0.00	
						Applicable Tax Rate:		8.25%	
						Taxes:		\$0.00	
						Total:			
						\$ 68,047.84			

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
INSTALLATION OF
CABLING SERVICE & RELATED PRODUCTS
(Justice Center – New South IDF)
DIR-TSO-3698**

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 **BRYCOMM, LLC, (hereinafter “Service Provider”)**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work/Quote, dated October 17, 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 \$68,047.84.**

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/Quote, dated October 17, 2019, which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

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.

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.

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

Cory Brymer

Printed Name

Date: November 1st, 2019

Exhibit(s)
Statement of Work/Quote, dated October 17, 2019

Commissioners Court - Regular Session**26.****Meeting Date:** 11/19/2019

Freeit Data Solutions

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 Contract between Williamson County and Freeit Data Solutions, Inc. to approve a three (3) year subscription for Netwrix Auditor in the amount of \$ 66,605.28 and authorizing execution of the agreement.

Background

This agreement is for a 3 year subscription of Netwrix Auditor per the terms of DIR-TSO-3944 in the amount of \$21,046.00 for the first year, \$22,779.64 for the second year and \$22,779.64 for the third year for a total of \$66,605.28. Department point of contact is Tammy McCulley. Funding Source 01.0100.0503.005741.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[quote/contract](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/13/2019 03:57 PM

11/14/2019 11:56 AM

Started On: 11/13/2019 08:29 AM



Contract No: DIR-TSO-3944
 TAX ID#: 27-2209002
 Term: NET 30
 FOB: Destination

Williamson County

Jim Daniels
 301 SE Inner Loop Ste 105
 Georgetown, TX
 Ph: (512) 943-1485
 jdaniels@wilco.org

Quote Number: 2268094
Quote Date: 10/28/2019
Expiration Date: 11/27/2019

Freeit Data Solutions, Inc.

P.O. Box 1572
 Austin, TX 78767
 PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
 (512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Netwrix Auditor - 3yr Subscription with Annual Payments				
Subscription				
1600	NW-S-AD-U-PS	Netwrix Auditor for Active Directory - Subscription	\$13.06	\$20,896.00
1200	NW-S-AD-U-PS-SA	Netwrix Auditor for Active Directory - Service Account License - Subscription	\$3.07	\$3,684.00
1600	NW-S-FS-U-PS	Netwrix Auditor for Windows File Servers - Subscription	\$9.79	\$15,664.00
1200	NW-S-FS-U-PS-SA	Netwrix Auditor for Windows File Servers - Service Account License - Subscription	\$2.30	\$2,760.00
1600	NW-S-WS-U-PS	Netwrix Auditor for Windows Server - Subscription	\$6.54	\$10,464.00
1200	NW-S-WS-U-PS-SA	Netwrix Auditor for Windows Server - Service Account License - Subscription	\$1.53	\$1,836.00
6	NW-S-ND-D-PS	Netwrix Auditor for Network Devices (Up to 25 Devices) - Subscription	\$524.54	\$3,147.24
Subscription Period Duration: 36 Months				
1	NW-SRVC-JS-FP	Netwrix JumpStart Service	\$8,154.04	\$8,154.04
List Total:				\$92,544.08
DIR Discounted Total:				\$86,642.57
Shipping and Tax not applicable:				\$0.00
Additional Discount:				(\$20,037.29)
Grand Total:				\$66,605.28
Year 1 Payment:				\$21,046.00
Year 2 Payment:				\$22,779.64
Year 3 Payment:				\$22,779.64

Williamson County

Printed Name & Title

Signature **Date**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the terms and conditions and RMA policy located at www.freeitdata.com unless other terms and conditions are required pursuant to DIR-TSO-3944, which is incorporated herein as if copied in full, and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit Data Solutions

Leslie Spinks, Account Executive

Printed Name & Title

Signature **Date**

Leslie Spinks

10/31/19

Commissioners Court - Regular Session**27.****Meeting Date:** 11/19/2019

Netmotion Diagnostics Maintenance DIR TSO 3810

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 Mobile Wireless LLC to provide Annual Netmotion Diagnostic Maintenance for FY 20 in the amount of \$61,800.00 and authorizing execution of the agreement.

Background

This agreement is for the authorization of Netmotion Diagnostics for Annual Maintenance per the terms of DIR Contract DIR-TSO-3810. Department point of contact is Tammy McCulley. Funding Source 01.0100.0503.005741 for FY 20.

Fiscal Impact

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

AttachmentsQuote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/13/2019 04:10 PM

11/14/2019 11:56 AM

Started On: 11/13/2019 08:58 AM

Presented by – Mobile Wireless LLC

Paul Hulse
Williamson County
301 SE Inner Loop Ste 105
Georgetown, TX 78626
(512) 943-1408
phulse@wilco.org

Re: NetMotion Diagnostics perpetual purchase 1050 refreshed -- DIR-TSO-3810

Diagnostics Perpetual Licenses

Product Description	SKU	Qty	Per Unit	Extended Price
NetMotion Diagnostics - includes Diagnostics, Alerting with Network Performance Monitoring (NPM), GPS Health, & Inventory (powered by Locality)	04ND1000	1050	\$45.00	\$47,250.00
NetMotion Diagnostics Maintenance: Premium – 10/23/2019 – 11/15/2020 Prorated to expire with renewed Mobility maintenance <ul style="list-style-type: none">• 24x7 technical support• Major version upgrades• Tech notes and web-based support• Cumulative qty discounts on additional licenses• Patch and point releases at no additional charge• Guaranteed response times	04NDXP25	1		\$14,550.00
NetMotion Diagnostics Certification Class – on-line instructor lead one day training	04NDTR-C	1		Included
Total				\$61,800.00

Respectfully,

Alan McClintock
Mobile Wireless LLC
Phone: (972) 516-1365
Fax: (469) 574-5000
alan@mobwireless.com

Mobile Wireless LLC – 1525 Brazos Trl., Plano, TX 75075 – 214.850.9886

Commissioners Court - Regular Session**28.****Meeting Date:** 11/19/2019

Exempt Environmental Systems Research Institute, INC (ESRI) as Sole Source Provider for Small Municipal and County Government Enterprise Agreement

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on exempting Environmental Systems Research Institute, INC (ESRI) from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Small Municipal and County Government Enterprise Agreement for the Williamson County and authorize the purchase and execution of agreement.

Background

Williamson County GIS is looking to enter into a Small Municipal and County Government Enterprise Agreement with ESRI that will grant the County access to ESRI term License software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. This is a 3 (three) year agreement: Year One: \$100,000.00, Year Two: \$125,000.00, and Year Three: \$150,000.00- Total \$375,000.00. This agreement provides an Enterprise Licensing Agreement for a bulk purchase price, which offers a better discount to the county. The sole source posting was in BidSync for 14 days with no competitive responses received. Point of contact is George Strebel and Funding Source approved for FY2020: 01-0100-0503-004505.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Sole Source Packet ESRI](#)[ESRI Master Agreement](#)[Quote for Signature](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Johnny Grimaldo
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 09:46 AM
11/14/2019 11:28 AM
Started On: 11/13/2019 01:40 PM



Purchasing Department

11/19/19

Williamson County Commissioners Court

Re: Sole Source recommendation for Environmental Systems Research Institute (ESRI)

Dear County Judge and Commissioners,

Recently our GIS division of the Technology Services Department made a request for an Enterprise Agreement with Environmental Systems Research Institute (ESRI) for access to ESRI term license software. These actions require qualification as a **sole source purchase of licenses and software maintenance that is proprietary and supported only by Environmental Systems Research Institute (ESRI), who is the owner, and the only provider of this service.**

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

The process has included the following:

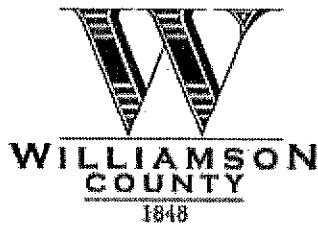
- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Alison Gleason, Director of Enterprise Applications
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

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

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

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department



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

Sole Source Justification Request

Definition of a Sole Source Purchase

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

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

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

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

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

Requestor Name and County Office/Department:

Requestor Title and Phone Number: George Strebel
(512) 943-1474

Requested Single Sole Source Supplier:

Company Name: Environmental Systems Research Institute, Inc (ESRI)
Contact Name: Jacob Blind
Address: 380 New York St
City, State, Zip: Redlines, CA 92373-8100
Phone Number: (909) 793-2853
Email: jblind@esri.com
Website: https://www.esri.com/

Is the recommended supplier the manufacturer? ☒ **Yes?** ☐ **No?**

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

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

Williamson County GIS is looking to enter into a Small Municipal and County Government Enterprise

Agreement (EA) with Esri that will grant the County access to Esri term license software on an unlimited

basis including maintenance on all software being offered through the EA. Although Esri sells the

individual software licenses on the Texas DIR the proposed Enterprise Agreement program/pricing is not

included. The packaged EA pricing being offered by Esri is better pricing then we would receive through

buying a la carte using the current listed DIR pricing. Esri is the software developer and sells software

and services directly to the end-user so there is no other company that can provide us with the EA we are looking at.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".* _____

Estimated Cost: \$ _____

SOLE SOURCE RATIONALE

Complete the following checklist:

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

Check all that apply:

- ☒ The required item or service is proprietary to the supplier
- ☒ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service

☐ **A specific item is needed:**

- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing

- ☐ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: _____

- ☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: _____

- ☒ **It is not possible to obtain competitive bids for consideration.** If so, why: This EA is only offered through the vendor, Esri.

- ☐ **Are there any other companies who can provide the services or needed items?** If so, please list and provide explanation of why they were unable to meet the requirements: _____

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process: _____

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.): _____

ACKNOWLEDGEMENT

- ☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.
- ☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 1st, 2019

Signature*: _____

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

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

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: October 3, 2019

TO: Williamson County, TX

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,



Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com



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

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

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

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

Sole-source items include:

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

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Small Municipal and County Government EA. I am the sole-source supplier of this item because: Environmental Systems Research Institute (Esri) is the owner and manufacturer of this product. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 18th day of October, 2019.

7-B-
[Signature]

Timothy Brazeal, Manager Govt. & Commercial Contracts
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on _____, 20____, by _____
[Printed Name]

[Signature] Notary Public
State of _____
My Commission expires on _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)

☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 18 day of October, 2019.
by Date Month Year

(1) Timothy Brazeal

(and (2) _____)
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Fernando J. Fri
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



August 9, 2019

Mr. George Strebel
County of Williamson
301 SE Innerloop Ste 105
Georgetown, TX 78626

Dear George,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jacob Blind



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/9/2019 To: 11/7/2019*

Quotation # Q-394387

Date: August 9, 2019

Customer # 337154 Contract #

County of Williamson
Information Technology Dept
301 SE Innerloop Ste 105
Georgetown, TX 78626

ATTENTION: George Strebel
PHONE: 512-943-1474
EMAIL: gstrebel@wilco.org

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	\$100,000.00	\$100,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 2	\$125,000.00	\$125,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 3	\$150,000.00	\$150,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
Subtotal:				\$375,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$375,000.00

This SGEA pricing is based on a calculation of the unincorporated population which is served by the county.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jacob Blind	Email: jblind@esri.com	Phone: 8801 x8801
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

BLINDJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-6)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 15 Insights for ArcGIS for use with ArcGIS Enterprise
 15 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Johnny Grimaldo

From: Alison Gleason
Sent: Monday, October 21, 2019 9:44 AM
To: Johnny Grimaldo
Cc: George Strebel
Subject: FW: Sole Source Recommendation Letter

Johnny,
Thank you for all your help. Please move forward with the Sole Source.

George:
Williamson County Geographic Information Systems (GIS) Department uses Environmental Systems Research Institute, Inc (ESRI) as its software vendor. ESRI is the owner, manufacture, and only source of maintenance (updates and technical support domestically for all Esri software. Esri is currently on the Texas DIR for all software but the Small Municipal and County Government Enterprise Agreements (sgela) which bundles multiple software licenses into a bulk purchase price that is better pricing then DIR is not included. The advantage of the County committing to the sgela would be on demand licensing that could be deployed as the needs arise at a set price while eliminating the need for individual departments to budget for Esri licenses every year.

Alison Gleason, PMP, CGCIO
Director of Enterprise Applications
Williamson County
Technology Services
512-943-1680
Email: agleason@wilco.org
Williamson County Web: <http://www.wilco.org>

From: George Strebel <gstrebel@wilco.org>
Sent: Wednesday, October 16, 2019 8:29 AM
To: Alison Gleason <agleason@wilco.org>
Subject: RE: Sole Source Recommendation Letter

I just went ahead and wrote the following outline for the sole source recommendation letter, please feel free to use it but we need to get that letter to Johnny/purchasing asap to keep the ball rolling,

Williamson County Geographic Information Systems (GIS) Department uses Environmental Systems Research Institute, Inc (ESRI) as its software vendor. ESRI is the owner, manufacture, and only source of maintenance (updates and technical support domestically for all Esri software. Esri is currently on the Texas DIR for all software but the Small Municipal and County Government Enterprise Agreements (sgela) which bundles multiple software licenses into a bulk purchase price that is better pricing then DIR is not included. The advantage of the County committing to the sgela would be on demand licensing that could be deployed as the needs arise at a set price while eliminating the need for individual departments to budget for Esri licenses every year.

Let me know if you have any questions or need more information put in.

Thanks g-

Master Agreement



Agreement No. 00277401.0

This Master Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

COUNTY OF WILLIAMSON
(Customer)

301 SE Innerloop Ste. 105, Georgetown, TX 78626

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: T-B-
Authorized Signature

Printed Name: TIMOTHY BRAZEL

Title: MANAGER, COMMERCIAL & GOVERNMENT CONTRACTS

Date: OCTOBER 22, 2019

Customer Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.

- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the

aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.

4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
 - c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
 - d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.

2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
 3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
 4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
 5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
 6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.

- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.
- e. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge.
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specification or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms. 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 date the Williamson County Auditor receives an invoice for the goods or services.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the

government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Mediation.** Except as noted above, the parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract. Mediation will occur at a mutually agreed upon location between the parties.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

B.9.17 Right to Audit. Esri agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy all quotations, purchase orders, or invoices which are directly pertinent to the services to be performed under this Agreement. For the avoidance of doubt, Esri's records of indirect costs, overhead costs, profits, profit margins, or offerings to any other Esri customer are not applicable under this Section.



August 9, 2019

Mr. George Strebel
County of Williamson
301 SE Innerloop Ste 105
Georgetown, TX 78626

Dear George,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jacob Blind



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/9/2019 To: 2/5/2020*

Quotation # Q-394387

Date: November 5, 2019

Customer # 337154 Contract #

County of Williamson
Information Technology Dept
301 SE Innerloop Ste 105
Georgetown, TX 78626

ATTENTION: George Strebel
PHONE: 512-943-1474
EMAIL: gstrebel@wilco.org

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	\$100,000.00	\$100,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 2	\$125,000.00	\$125,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 3	\$150,000.00	\$150,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
Subtotal:				\$375,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$375,000.00

This SGEA pricing is based on a calculation of the unincorporated population which is served by the county.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jacob Blind	Email: jblind@esri.com	Phone: 8801 x8801
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

BLINDJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-6)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Single Use Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 15 Insights in ArcGIS Enterprise
 15 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Commissioners Court - Regular Session**29.****Meeting Date:** 11/19/2019

Exempt Stryker Medical as Sole Source Provider for Stryker Procure Protect and Prevent Service Agreements

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on exempting Stryker Medical from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for the Williamson County and authorize the purchase and execution of the agreement.

Background

This is a comprehensive service agreement with Stryker for the EMS patient care stretchers and power load devices. It includes parts, labor, travel, one (1) annual preventive maintenance inspection, and unscheduled service in the event of breakage. The sole source posting was in BidSync for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. This is a two (2) year agreement: Year One- \$30,986.11 and Year Two- \$38,995.45: Total \$69,981.56. Point of contact is Mike Knipstein Funding Source Approved for EMS FY2020: 01.0100.0540.004500

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsStryker Procure Sole Source Packet

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 09:45 AM
11/14/2019 11:22 AM
Started On: 11/13/2019 10:15 AM

Form Started By: Johnny Grimaldo
Final Approval Date: 11/14/2019



Purchasing Department

11/19/19

Williamson County Commissioners Court

Re: Sole Source recommendation for Stryker Medical

Dear County Judge and Commissioners,

Recently our Emergency Medical Services (EMS) Department made a request for a contract with Stryker Medical for ProCare Services to service their products. These actions require qualification as a **sole source purchase of ProCare Services for OEM parts and exclusive use of certain proprietary tools for diagnostics and repairs. These services are supplied only by Stryker Medical who is the owner, and the only provider of this service.**

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

The process has included the following:

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

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

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

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

Tarrik Wilson**Area Director of Field Service**

3800 E. Centre Avenue

Portage, MI 49002

P 765 278 1179

tarrik.wilson@stryker.com

Memo

To: Whom it May Concern
From: Tarrik Wilson
Date: May 30, 2019
Re: Stryker ProCare as a Sole Source Service Provider

The purpose of this memorandum is to confirm that Stryker Medical is the original equipment manufacturer for all Stryker patient care bed and stretcher products, and Stryker ProCare is the sole factory-authorized, full-service contract supplier for all parts and service

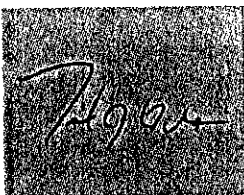
All parts are either manufactured at Stryker Medical or manufactured by an outside supplier specifically for Stryker. Stryker employs its own Field Service Team (ProCare) to perform maintenance on our products, using only new OEM parts for each repair.

In addition, the ProCare Team utilizes proprietary diagnostic tools and software when servicing Stryker powered equipment. All tooling is calibrated, documented, and controlled through Stryker Medical headquarters in Portage, MI. Calibration records and training records are available upon request.

All service repairs are documented, tracked, and reviewed by Stryker Medical's Quality Team for compliance. In addition, the Food & Drug Administration (FDA) & other government agencies audit ProCare records to ensure only the highest level of safety for our customers. PM and service history documentation is available upon request.

Should you have any further questions, please feel free to contact the undersigned at 765-278-1179 for tarrik.wilson@stryker.com.

Sincerely,



Tarrik Wilson

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

ADDENDUM

- **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer 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 customer 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 customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Stryker agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that customer shall have access during normal working hours to all necessary Stryker 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 Stryker reasonable advance notice of intended audits.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-249) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions; (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Williamson County EMS, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date after receipt by the Williamson County Auditor's Office. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6506	140141391	EMS Prevent NB
2	6506	160140279	EMS Prevent NB
3	6506	180539801	EMS Prevent NB
4	6506	111139766	EMS Prevent NB
5	6506	111139767	EMS Prevent NB
6	6506	120839906	EMS Prevent NB
7	6506	130339299	EMS Prevent NB
8	6506	140141390	EMS Prevent NB
9	6506	170740386	EMS Prevent NB
10	6506	170839130	EMS Prevent NB
11	6506	170839131	EMS Prevent NB
12	6506	170839132	EMS Prevent NB
13	6506	170839300	EMS Prevent NB
14	6506	180539802	EMS Prevent NB
15	6506	180539803	EMS Prevent NB
16	6506	180539804	EMS Prevent NB
17	6506	180539805	EMS Prevent NB
18	6390	160639170	EMS Prevent NB
19	6390	170440633	EMS Prevent NB
20	6390	170240752	EMS Prevent NB
21	6390	170240751	EMS Prevent NB
22	6390	170440634	EMS Prevent NB
23	6390	180441210	EMS Prevent NB
24	6390	180441216	EMS Prevent NB
25	6390	180439531	EMS Prevent NB
26	6390	180439532	EMS Prevent NB
27	6390	180441215	EMS Prevent NB
28	6252	170640845	EMS Prevent NB
29	6252	170639162	EMS Prevent NB
30	6252	170639161	EMS Prevent NB
31	6252	170639160	EMS Prevent NB
32	6252	080640884	EMS Prevent NB
33	6252	080640883	EMS Prevent NB
34	6252	080640882	EMS Prevent NB
35	6252	080640881	EMS Prevent NB
36	6506	1906003500770	EMS PM Only
37	6506	1906003500771	EMS PM Only
38	6506	1906003500772	EMS PM Only
39	6506	1906003500773	EMS PM Only
40	6390	1905003400545	EMS PM Only
41	6390	1905003400449	EMS PM Only
42	6390	1905003400544	EMS PM Only
43	6390	1905003400547	EMS PM Only
44	6252	1906010000118	EMS PM Only
45	6252	1908010000089	EMS PM Only
46	6506	1906003500770	EMS Prevent NB
47	6506	1906003500771	EMS Prevent NB
48	6506	1906003500772	EMS Prevent NB
49	6506	1906003500773	EMS Prevent NB
50	6390	1905003400545	EMS Prevent NB
51	6390	1905003400449	EMS Prevent NB
52	6390	1905003400544	EMS Prevent NB
53	6390	1905003400547	EMS Prevent NB
54	6252	1906010000118	EMS Prevent NB
55	6252	1908010000089	EMS Prevent NB

BY YEAR BREAKOUT

Qty	Model #	Program	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
21	6506	EMS Prevent NB	16,130.25	21,643.00	-	-	-	-	-
14	6390	EMS Prevent NB	15,910.00	22,274.00	-	-	-	-	-
10	6252	EMS Prevent NB	1,568.00	1,960.00	-	-	-	-	-
4	6506	EMS PM Only	996.00	-	-	-	-	-	-
4	6390	EMS PM Only	1,592.00	-	-	-	-	-	-
2	6252	EMS PM Only	258.00	-	-	-	-	-	-
Annual Investment for Program:			36,454.25	45,877.00	-	-	-	-	-
Volume Discount:			15%	15%					
Total Yearly Investment:			30,986.11	38,995.45	-	-	-	-	-
TOTAL 2 YEAR EMS Prevent NB SERVICE AGREEMENT								\$	69,981.56

Sales Rep Name: Jordan Costello
ProCare Service Rep: Chris Valencia

3800 E. Centre Ave
Portage, MI 49009

Date: 9/30/2019
ID #: 190930154105

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1284096
Account Name: Williamson County EMS
Account Address: 303 Martin Luther King St
City, State Zip: Georgetown, TX 78627

Name: Kirk Becker
Title: Support Services
Phone: (512) 430-0991
Email: kbecker@wilco.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6506	Power Cots	EMS Prevent NB	21	2		\$37,773.25
2	6390	Power-LOAD	EMS Prevent NB	14	2		\$38,184.00
3	6252	Stair Chair	EMS Prevent NB	10	2		\$3,528.00
4	6506	Power Cots	EMS PM Only	4	2		\$996.00
5	6390	Power-LOAD	EMS PM Only	4	2		\$1,592.00
6	6252	Stair Chair	EMS PM Only	2	2		\$258.00

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.


EMS PM Only:

*Includes 1 annual PM only.

	ProCare Total	\$82,331.25
	Discount	15%
	FINAL TOTAL	\$69,981.56

Start Date: 4/1/2020

End Date: 3/31/2022

 10/17/19
Stryker Signature Date

Customer Signature Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.



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

Sole Source Justification Request

Definition of a Sole Source Purchase

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

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

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

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

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

Requestor Name and County Office/Department:

Requestor Title and Phone Number: Mike Knipstein - EMS Director
(512) 943-1264

Requested Single Sole Source Supplier:

Company Name: Stryker Medical
Contact Name: Tarrick Wilson
Address: 3800 E. Centre Ave
City, State, Zip: Portage, MI 49802
Phone Number: (765) 278-1179
Email: tarrick.wilson@stryker.com
Website: stryker.com

Is the recommended supplier the manufacturer? Yes? No?

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

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

Stryker Corp is the only party authorized to sell Stryker ProCare Protect + Prevent
service agreements. Stryker ProCare is the sole factory-authorized, full-service
contract supplier for all parts + services. ProCare utilizes proprietary diagnostic tools +
software when servicing Stryker powered equipment.

Schedule: Identify the date items are needed to be delivered, or month work is to be performed.
Please be specific and do not use "ASAP": May 2020

Estimated Cost: \$ 69,981.56

SOLE SOURCE RATIONALE

Complete the following checklist:

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

Check all that apply:

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

- ☒ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed? If so, please list and describe such attempts: No.

- ☒ There is a substantial risk in selecting another product or service provider. If so, please describe: If a different vendor is used we will still need to have Stryker fix broken items + provide parts.

- ☒ It is not possible to obtain competitive bids for consideration. If so, why: Stryker Performance is the sole factory-authorized, full-service contract supplier for all parts + service.

- ☐ Are there any other companies who can provide the services or needed items? If so, please list and provide explanation of why they were unable to meet the requirements: _____

- ☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process: _____
- _____
- _____
- ☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.): _____
- _____
- _____

ACKNOWLEDGEMENT

- ☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.
- ☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 16, 2019

Signature*: _____

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

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



ProCare[®] Services
3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	Oct 15, 2019

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR Plus, LIFEPAK, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

Copyright © 2019 Stryker
Mkt Lit-1630 03 JUL 2018 Rev C



Williamson County Emergency Medical Services

To Respect, Care and Serve



October 16, 2019

Randy Barker
Purchasing Agent
Williamson County Purchasing

Re: Letter of Recommendation for ProCare Services by Stryker Inc.

Mr. Barker,

Please accept this letter as my formal recommendation that Williamson County accept Stryker Inc. as the sole source supplier for Stryker ProCare Service.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Knipstein". The signature is fluid and extends to the right.

Mike Knipstein
Director
Williamson County EMS

Commissioners Court - Regular Session**30.****Meeting Date:** 11/19/2019

Exempt Teleflex as Sole Source Provider for Arrow EZ-IO System

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on exempting Teleflex from the competitive bidding requirements established by Section 262.024.(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the sole provider for Arrow EZ-IO System supplies for the Williamson County and authorize the purchase.

Background

The sole source posting was posted in Negometrix for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. While this quote is for \$4,128.95, with this exemption EMS will be able to purchase additional Arrow EZ-IO System supplies as needed during the next 36 months. Point of contact is Kirk Becker; Funding Source:01.0100.0540.003200 Approved for FY2020.

Fiscal Impact

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

AttachmentsSole source packet

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/13/2019 03:22 PM

11/14/2019 11:14 AM

Started On: 10/31/2019 09:27 AM



Purchasing Department

11/19/19

Williamson County Commissioners Court

Re: Sole Source recommendation for Teleflex

Dear County Judge and Commissioners,

Recently our Emergency Medical Services (EMS) Department made a request for a contract with Teleflex for the purchase of the Arrow EZ-IO System using patented needle and driver technology. These actions require qualification as a **sole source purchase of Teleflex products. These products are supplied only by Teleflex who is the owner, and the only distributor of these goods.**

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

The process has included the following:

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

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

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

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

Solicitation summary (2306)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

Williamson County, Texas intends to award a sole-source contract with TELEFLEX for the following item(s): **Arrow EZ-IO System**

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **3:00PM on 10.30.2019** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the '**PARTICIPATE**' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****I** I DON'T SEE A PARTICIPATE BUTTON **I****

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

The winner has not been announced

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 1)
 - BEGUS ONLINE LLC
 - Participant since : Oct 29 2019 11:40:21 AM
- **Offer phase** (Number of offers in phase: 0)
- **Evaluation** (Number of offers in phase: 0)



Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

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

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

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- ☒ Notarized Sole source affidavit completed by the supplier
- ☐ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Kirk Becker EMS

Requestor Title: Captain

Requestor Phone Number: 512-943-3615

Requested Sole Source Supplier:

Company Name: Teleflex

Contact Name: Madison Holcombe

Address 3015 Carrington Mill Blvd

City: Morrisville

State: North Carolina Zip Code: 27560

Phone Number: 678-230-0764

Email Address: madison.holcombe@teleflex.com

Website: www.teleflex.com

Is the recommended supplier the manufacturer? ☒ Yes ☐ No

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

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

Teleflex EZ-IO needles, drill and stabilizer dressings.

☒ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

No not at this time.

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

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

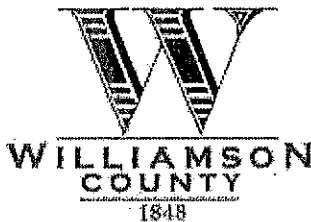
☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 10-10-2019

Signature: Kirk Becker

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

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.



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

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

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

My name is David Price. My title is Sr. Director, Commercial Operations.

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

Sole-source items include:

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

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Arrow EZ-IO System.

I am the sole-source supplier of this item because: the EZ-IO system uses a patented needle and driver technology and Teleflex is the sole manufacturer of these components. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

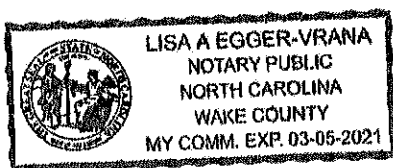
IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 11th day of October, 2019.

[Signature]

David Price, Sr. Director, Commercial Operations

[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 11, 2019 by David K. Price
[Printed Name]



[Signature] Notary Public
State of North Carolina Wake County
My Commission expires on MARCH 5, 2021



ARROW
HUDSON RCI
LMA
Pilling
RUSCH
WECK

Customer # 142940
Quote #: 0162626

Created Date October 11, 2019
Expiration: January 9, 2020

Attn Kirk Becker
Phone (512) 430-0991
Email kbecker@wilco.org

Prepared By Madison Holcombe
Phone 678-230-0764
Email madison.holcombe@teleflex.com

Bill To Name Williamson County EMS Support
3189 Southeast Inner Loop
Georgetown, TX 78626
US

Ship To Name Williamson County EMS Support
3189 Southeast Inner Loop
Georgetown, TX 78626
US

Product Code	Sales Org	Product Description	Quantity	Sales Price	Each Per Case	Each Price	Total Price
9058		EZ-IO POWER DRIVER	1	USD 299.00	1	USD 299.00	USD 299.00
9065		EZ-IO POWER DRIVER VASCULAR ACCESS PACK	1	USD 39.95	1	USD 39.95	USD 39.95
9018-VC-005		EZ-IO 15MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9001-VC-005		EZ-IO 25MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9079-VC-005		EZ-IO 45MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9066-VC-005		EZ-STABILIZER(BOX OF 5)	1	USD 50.00	5	USD 10.00	USD 50.00
9018P-VC-005		EZ-IO 15MM NEEDLE SET + STABILIZER(BOX OF 5)	1	USD 665.00	5	USD 133.00	USD 665.00
9001P-VC-005		EZ-IO 25MM NEEDLE SET + STABILIZER(BOX OF 5)	1	USD 665.00	5	USD 133.00	USD 665.00
9079P-VC-005		EZ-IO 45MM NEEDLE SET + STABILIZER(BOX OF 5)	1	USD 665.00	5	USD 133.00	USD 665.00
004670000		TruLite Disp Blade&Handle Mill 0 w/batt	1	USD 95.00	10	USD 9.50	USD 95.00

Subtotal (USD): \$4,128.95

***Grand Total (USD): \$4,128.95

Remittances via Wire or ACH:
Beneficiary: Teleflex Funding LLC
Account #: 4708086079

Remittances via Check (Standard Mailing):
Teleflex Funding LLC

Remittances via Check (Overnight Delivery):
Teleflex Funding LLC

Thank you for the opportunity to quote Teleflex products. To place your order please call 866-246-6990 or email cs@teleflex.com.

***Unless Shipping and Tax costs are specified, they are not included in the Grand Total.

Teleflex, Arrow, EZ-IO, LMA, Hudson RCI and Rusch are trademarks or registered trademarks of Teleflex Incorporated or its affiliates.
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TELEFLEX 3015 Carrington Mill Boulevard, Morrisville, NC 27560
Toll Free: 866.246.6990 Phone: +1.919.544.8000
TELEFLEX.COM



Williamson County Emergency Medical Services

To Respect, Care and Serve

October 14, 2019

Andy Portillo
Purchasing Specialist
Williamson County Purchasing

RE: Letter of Recommendation for EZ-IO Needle System by Teleflex.

Andy

Please accept this letter as my formal recommendation that Williamson County accept Teleflex Inc. as the Sole Source supplier for the EZ-IO Needle/Driver System.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

Commissioners Court - Regular Session**31.****Meeting Date:** 11/19/2019

Authorize Maintenance Agreement with Unified Power

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Maintenance Agreement for the Uninterruptible Power Supplies (UPS) in the ESOC in the amount of \$21,415.00 and exempting Unified Power from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

Background

This is the Maintenance Agreement for the Uninterruptible Power Supplies (UPS) in the ESOC. Terry Purvis is the point of contact for this transaction. The batteries were purchased from Unified Power and due to their knowledge and experience with the ESOC facility, this company will be utilized for this service. This expenditure will be charged to 01.0100.0581.004500. Funding was approved in the FY 2020 budget.

Fiscal Impact

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

AttachmentsSigned Agreement for Unified Power

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Johnny Grimaldo
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 10:16 AM
11/14/2019 10:21 AM
Started On: 10/31/2019 09:01 AM

Unified Power

April McCarra
Phone: (443) 460-4127
Fax: (972) 524-7954
april.mccarra@unifiedpowerusa.com
www.unifiedpowerusa.com



Keeping You in Power

Williamson County Emergency Communications
Preventive Maintenance Contract Renewal Proposal
Proposal #: 89451 - Rev: 2
Date: 09/30/2019

April McCarra
(443) 460-4127
april.mccarra@unifiedpowerusa.com



Preventive Maintenance Contract Renewal Proposal

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1	Toshiba	120302889	120	FS/P/4hr	1 Major 7x24 / 1 Minor 7x24	\$3,475.00
UPS 3	Toshiba	120100335	120	FS/P/4hr	1 Major 7x24 / 1 Minor 7x24	\$3,475.00
UPS 1 BAT 1	Gruber		24	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 1 BAT 2	Gruber		24	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 1 BAT 3	Gruber		24	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 2	Toshiba	12-7E4216380013	80	FS/P/4hr	1 Major 7x24 / 1 Minor 7x24	\$7,515.00
UPS 2 BAT 1	C&D Technologies		40	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 2 BAT 2	C&D Technologies		40	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 3 BAT 1	Gruber		24	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 3 BAT 2	Gruber		24	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 3 BAT 3	Gruber		24	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4	Eaton Powerware	EA201T0028	180	FS/P/4hr	1 Major 7x24 / 1 Minor 7x24	\$3,475.00
UPS 4 BAT 1	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 10	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 11	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 12	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 13	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 14	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 15	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 16	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

Page 1 of 14
PROPOSAL #: 89451
Date: 9/30/2019

April McCarra
(443) 460-4127
april.mccarra@unifiedpowerusa.com



Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 4 BAT 2	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 3	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 4	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 5	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 6	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 7	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 8	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 4 BAT 9	Gruber		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5	Eaton Powerware	EY434T0029	180	FS/P/4hr	1 Major 7x24 / 1 Minor 7x24	\$3,475.00
UPS 5 BAT 1	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 10	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 11	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 12	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 13	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 14	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 15	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 16	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 2	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 3	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 4	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 5	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 6	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 7	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 8	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
UPS 5 BAT 9	EnerSys		10	PM/4hr	1 Major 7x24 / 3 Minor 7x24	-
Site Total:						\$21,415.00



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

Page 2 of 14
PROPOSAL #: 89451
Date: 9/30/2019

April McCarra
(443) 460-4127
april.mccarra@unifiedpowerusa.com



Coverage Legend

Coverage	Description
FS/P/4hr	Full Service, Parts & Labor for the UPS, 4hr Emergency Response Time 7x24
PM/4hr	Preventive Maintenance Only, 4hr Emergency Response Time 7x24, Repairs Billable

Summary

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	\$21,415.00
Tax	\$0.00
Total	\$21,415.00

Agreement and Terms

Contract Start	Contract End	Payment Term	Billing Cycle
10/01/2019	10/31/2020	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			



April McCarra
(443) 460-4127
april.mccarra@unifiedpowerusa.com



Unified Power's Terms & Conditions will apply to orders based on this proposal.

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Williamson County Emergency Communications

Signature: Samuel D. Brown

Signature: _____

Date: 11/4/2019

Date: _____

Printed Name: Samuel D. Brown

Printed Name: _____

Title: Executive Vice President

Title: _____





Service Agreement

UNIFIED POWER will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in UNIFIED POWERS Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by UNIFIED POWER and Customer expressly subject to the standard commercial Terms and Conditions of UNIFIED POWER all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
 - a. Minor inspection(s) (if applicable) will be scheduled at the convenience of UNIFIED POWER and normally will not require a system shutdown.
 - b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. UNIFIED POWER will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, UNIFIED POWER will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. UNIFIED POWER will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

*RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY UNIFIED POWER, TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.

3. UNIFIED POWER will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of Unified Power.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by UNIFIED POWER and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by UNIFIED POWER and proper storage of spare parts. Customer will allow UNIFIED POWER ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by UNIFIED POWER, it will be performed in accordance with general manufacturer's recommendations and standard industry practice. UNIFIED POWER assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.





G. TERM and TERMINATION:

1. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
2. Notwithstanding the foregoing, Customer or UNIFIED POWER may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) UNIFIED POWER, at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due UNIFIED POWER; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by Unified Power prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by UNIFIED POWER is subject to inspection by UNIFIED POWER to determine if it is in acceptable working condition prior to acceptance of this Agreement by UNIFIED POWER. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by UNIFIED POWER will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:
 - a. Persons other than UNIFIED POWER attempt to repair or maintain the equipment covered by this Agreement;
 - b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by UNIFIED POWER, its agents, or employees;
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
 - d. Reasonable access to the covered equipment is denied to UNIFIED POWER;
 - e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
 - f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
 - g. UNIFIED POWER is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
 - h. UNIFIED POWER is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever UNIFIED POWER is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:
 - a. A Safety Representative, as provided for in Paragraph I;
 - b. Inspection and replacement of air filters on a routine basis;
 - c. All applicable equipment areas kept clean and free of loose debris.
 - d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
 - e. Humidity control in all applicable equipment areas to prevent condensation;
 - f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:





1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, UNIFIED POWER shall have the right to subcontract any of the work that is the subject of this Agreement.

Additional Standard County Terms:

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.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer 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 customer 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 customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Unified Power agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Unified Power which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Unified Power agrees that customer shall have access during normal working hours to all necessary Unified Power 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 Unified Power reasonable advance notice of intended audits.

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Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14





UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- D. Inspect all DC capacitors for signs of leakage.
- E. Inspect all AC capacitors for signs of leakage.
- F. Inspect and inventory all customer owned spare parts.
- G. Inspect for, and perform as required, any open engineering changes.

II. Internal Operating Parameters

- A. DC Ground Detection Offset
- B. Inverter leg current average balance
- C. Output filter current average phase balance
- D. Rectifier bridge current average leg balance
- E. AC Protection settings and operation
- F. DC Protection settings and operation
- G. Input and Output Frequency and Voltage Bandwidth settings.
- H. Verify DC filter capacitance.
- I. Verify AC tank and trap filter capacitance.
- J. Power Supply voltages and waveforms.
- K. Replace Power Module power supply back up control battery cells.
- L. Static Switch leakage testing

III. External Operating Parameters

- A. System Input Voltages (all phases)
- B. System Input Currents (all phases)
- C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
- I. Outage simulation, and battery capability testing, and verify charger current limit.
- J. Generator operation and interface verification.

IV. Environmental Parameters





- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS Power Module
- C. General Cleanliness of UPS area.
- D. Replace all air filters.
- E. Clean control panel/CRT screen.3
- V. Battery Cabinet Checks
 - A. General appearance of Battery System (all types)
 - B. General cleanliness of Battery System area. (all types)
 - C. Battery System area ambient temperature and condition of ventilating equipment.
- VI. Monitoring System Parameters
 - A. Alarm archive review and printing
 - B. Alarm lamp test - local and remote
 - C. Replace all open monitor bulbs
- VII. General
 - A. Customer Consultation
 - B. Verbal Recommendations
 - C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14



UPS Minor Inspection

Attachment U201

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Minor PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect the proper operation of all cooling fans.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all DC capacitors for signs of leakage.
- D. Inspect all AC capacitors for signs of leakage.
- E. Inspect and inventory all customer owned spare parts.
- F. Inspect for and note any open engineering changes.

II. Internal Operating Parameters

- A. Rectifier bridge current average leg balance.
- B. Inverter leg current average balance.
- C. Power Supply voltages and waveforms.
- D. Power Supply back up control battery cell voltages.
- E. Output filter current average phase balance.

III. Environmental Parameters

- A. UPS area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. Cleanliness of UPS Power Module.
- D. Cleanliness of UPS area.
- E. Cleanliness of all air filters (replace if necessary)

IV. Battery Checks

- A. Battery System area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. General appearance of Battery System (all types)
- D. General cleanliness of Battery System area. (all types)

V. Monitoring System Parameters

- A. Download of alarm history / event queue.
- B. Download of present front panel metering values.
- C. System Input Voltages, Currents, and Frequency (all phases).
- D. Rectifier Input Voltages, Currents, and Frequency (all phases).
- E. DC Charging Voltages and Current
- F. Inverter Output Voltages, Currents, and Frequency (all phases).
- G. System Output Voltages, Currents, and Frequency (all phases).
- H. System Bypass Voltages and Currents (all phases).



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- I. Download of battery self-test data
 - J. Download of unit configuration report
 - K. Operation of control and status panel lamp tests - local and remote
 - L. Operating status of remote monitor status panels
- VI. General
- A. Customer Consultation
 - B. Verbal Recommendations
 - C. General Observations
 - D. Submit Report within 5 days

Rev. 02/28/14





Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
 - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
 - Cell/unit covers, containers, and post seals.
 - Battery racks or cabinets and associated components and hardware.
- Mechanicals and Housekeeping Review:
 - Spot check torque on battery rack frames, rails and braces.
 - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
 - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
 - Float and equalize voltage settings.
 - Operation of output current and voltage meters.
 - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
 - Check for warning/hazard labels and operation information placards.
 - Inspect area for safety equipment if required.
- Provide Customer with a written report:
 - Describe condition of the batteries and any maintenance which Contractor deems necessary.
 - Submit Report within 5 days

Rev. 9/17/13





Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request. Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates are subject to change

Travel and Labor Rates^{*}

Service Type	Regular Hours ¹	Off Hours ²	Holiday
UPS Services	\$150.00/Hour	\$215.00/Hour	\$300.00/Hour
DC/Electronic Services	\$150.00/Hour	\$215.00/Hour	\$300.00/Hour
Battery Services	\$120.00/Hour	\$180.00/Hour	\$235.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	Current IRS rate		
Materials//Parts	Current Pricing, FOB Destination		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19



Commissioners Court - Regular Session**32.****Meeting Date:** 11/19/2019

Awarding RFP 2078 Parking Garage Structural Assessment

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 RFQ #2078 Parking Garage Limited Structural Assessment to the overall most qualified respondent Wiss, Janney, Elstner Associates, Inc. and authorizing execution of the agreement. This project is funded by Project P524.

Background

Purchasing solicited sealed statements of qualifications for parking garage limited structural assessment. Four (4) suppliers participated in the solicitation of which one (1) supplier submitted a response. The response was thoroughly evaluated by an evaluation committee and Wiss, Janney, Elstner Associates, Inc. was determined to have provided the best value proposal to the County. After contract negotiations, the total contract amount will be \$35,000.00. Department point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Solicitation Summary](#)[Contract](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 09:43 AM
11/14/2019 11:54 AM
Started On: 11/12/2019 10:53 AM

Solicitation summary (2078)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Statements of Qualifications for the above-mentioned project.

Williamson County prefers and request electronic submittal of this RFQ. However paper responses will currently still be received. Instruction for submission via hard-copy are included in this RFQ.

PROJECT DESCRIPTION:

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in a structural assessment of the County Parking Garage.

SCOPE OF SERVICES:

Assess the structural integrity of a single double tee structural beam that has a limited area of spalled concrete. Recent geotechnical survey reports and other pertinent information and reports will be made available to the awarded firm.

PRE-SUBMITTAL MEETING:

A **MANDATORY** Pre-Submittal meeting will be held September 12, 2019 at 9:00am.

Location: South Entrance of Parking Garage
405 Martin Luther King Jr. St.
Georgetown, TX 78626

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the '**PARTICIPATE**' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****! I DON'T SEE A PARTICIPATE BUTTON **!**

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

- Wiss, Janney, Elstner Associates, Inc. (Wiss, Janney, Elstner Associates, Inc.)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 4)
 - Baer Engineering & Environmental Consulting, Inc.
 - Participant since : Sep 9 2019 3:07:00 PM
 - Facility Engineering Associates
 - Participant since : Sep 4 2019 1:32:46 PM
 - Wiss, Janney, Elstner Associates, Inc.
 - Participant since : Sep 4 2019 9:42:20 AM
 - Wantman Group, Inc.
 - Participant since : Aug 28 2019 9:35:47 AM
- **Offer phase** (Number of offers in phase: 1)
 - Wiss, Janney, Elstner Associates, Inc. (Wiss, Janney, Elstner Associates, Inc.) Time and date of submitting: Sep 27 2019 11:46:10 AM
- **Evaluation** (Number of offers in phase: 1)
 - Wiss, Janney, Elstner Associates, Inc. (Wiss, Janney, Elstner Associates, Inc.)
- **Awarding** (Number of offers in phase: 1)
 - Wiss, Janney, Elstner Associates, Inc. (Wiss, Janney, Elstner Associates, Inc.)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Aug 19 2019 10:00 AM	—	Blake Skiles
Preparation	Phase	Aug 19 2019 10:00 AM	Aug 27 2019 9:00 AM	
Offer phase	Phase	Aug 27 2019 9:00 AM	Sep 27 2019 2:00 PM	
Q&A Deadline	Date	Sep 20 2019 2:00 PM	—	
Evaluation	Phase	Sep 27 2019 2:00 PM	Nov 20 2019 2:00 PM	
Award phase	Date	Nov 20 2019 2:00 PM	—	

Results

- **Offer phase** (Aug 27 2019 - Sep 27 2019)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	Wiss, Janney, Elstner Associates, Inc.	–	–	1	–	–	—	89%	Yes

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	Wiss, Janney, Elstner Associates, Inc.	–	–	1	–	–	—	89%	Yes

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	Wiss, Janney, Elstner Associates, Inc.	–	–	1	–	–	—	89%

Contracts

There are no contracts added

Comments

No comments

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. National Environmental Policy Act (NEPA)
- B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- C. Americans with Disabilities Act (ADA) Regulations
- D. International Building Code, current edition as updated
- E. Williamson County Design Criteria & Project Development Manual, latest edition
- F. Original structural design drawings from Mike Capt Engineering, latest revision dated May 8, 2002
- G. Structural assessment report by JIG dated November 2012, including survey data by Macias & Associates, and nondestructive scanning and welding inspection reports by Kleinfelder (124 pages)
- H. Structural repair drawings and specifications by JIG issued July 17, 2013, as well as construction-related documents such as field observation reports and contractor Requests for Information (RFIs)
- I. Soil-structure interaction investigation report by Bryant dated November 14, 2014, including boring and soil testing results and GPR surveys
- J. Geotechnical investigation report by Balcones dated December 20, 2017, including the original Balcones report dated January 23, 2015, and numerous soil testing results and geophysical testing reports

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion

and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto,

then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Facilities Department, to the attention of the Sr. Director of Facilities. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.^a Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

^a See also, Art. 32(P) "Termination of Work Authorization".

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not submitted to Williamson County^b in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a

^b See Art. 6, *supra*.

Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Department
Attn: Facilities Director
3101 SE Inner Loop
Georgetown, TX 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Stephen W. Foster, PE
Senior Associate and Associate Unit Manager
Wiss, Janney, Elstner Associates, Inc.
9511 North Lake Creek Parkway
Austin, Texas 78717

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services

under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to

any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of

Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from errors and/or omissions,

subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 **ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25 **INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given

to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Facilities Director
3101 SE Inner Loop
Georgetown, TX 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28 **SEVERABILITY**

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Facilities Department
Attn: Facilities Director
3101 SE Inner Loop
Georgetown, TX 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102

Georgetown, Texas 78626

Engineer: Wiss, Janney, Elstner Associates, Inc.
9511 North Lake Creek Parkway
Austin, Texas 78717

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for

action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a

condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

ENGINEER

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

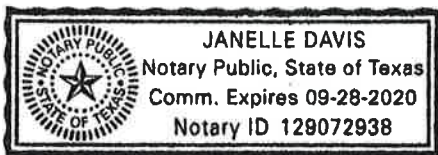
By Carl J. Larosche

Printed Name: Carl J. Larosche

Title: Principal

Date: November 7, 20 19

SUBSCRIBED and sworn to before me the undersigned authority by Carl J. Larosche
the Principal of **ENGINEER**, on behalf of said firm.



Janelle Davis
Notary Public in and for the
State of Texas

My commission expires: 9-28-2020

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Wiss, Janney, Elstner Associates, Inc.

Name of Firm

Carl J. Harosche

Signature of Certifying Official

Carl J. Harosche

Printed Name of Certifying Official

Principal

Title of Certifying Official

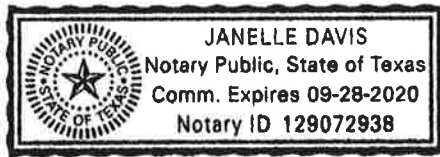
November 7th, 2019

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Carl J. Larosche
the Principal of WJE - engineer, on behalf of
said firm.



Janelle Davis
Notary Public in and for the
State of Texas

My commission expires: 9.28.2020

EXHIBIT B

ENGINEERING SERVICES

BACKGROUND

The Williamson County Justice Center Garage (Garage) is a four-level precast (PC) double-tee Garage built in 2003 by Faulkner USA, which was reportedly designed for an additional four levels for future expansion. The Garage foundation structure consists of drilled piers and cast-in-place concrete grade beams and retaining walls. The superstructure consists of pre-cast beam, column, and double-tee elements designed and built by Coreslab, Inc. The Garage began experiencing various forms of distress and was eventually closed in January 2011. Jose I Guerra, Inc. (JIG) performed a structural assessment in 2012 and developed a repair design for the structure that was installed in late 2013 to early 2014. The repairs included replacing a failed double-tee, encasing structural columns beneath existing corbels, installing lateral bracing at one of the lower-level walls, repairing double tee connectors, and numerous concrete spall and crack repairs. Engineer was retained by the repair contractor, Restek, Inc., in 2013 to develop the shoring design used during construction of the repairs. Bryant Consultants, Inc. (Bryant) and Balcones Geotechnical, PLLC (Balcones) have each performed geotechnical investigations related to the past performance and suitability of the foundation for future expansion, with reports dated November 2014 and December 2017, respectively. Since the 2014 repairs have been completed, the Garage has reportedly experienced additional distress at one of the double-tee stems in the lower level. As such, Williamson County has requested that Engineer perform a structural assessment to evaluate the observed distress at the double-tee stem, as well as a review of the Garage as a whole to assist the Owner with future garage decisions.

SCOPE OF SERVICES

Engineer will perform the following scope for the initial phase of services. A sequenced, multi-phased approach for the Project not only provides a logical distinction between the different activities required to complete the assessment and/or repair effort but also permits adjustments to be made to the work plan based on the tasks completed in each phase and the established priorities of Williamson County. Additional phases could include additional in-depth assessment or analysis, repair design, or construction period services.

Phase 1: Assessment

Task 1 - Document Review

Engineer structural and geotechnical engineers will review Project documentation provided by Williamson County, including the following documents:

- ☐ Original structural design drawings from Mike Capt Engineering, latest revision dated May 8, 2002

- ☐ Structural assessment report by JIG dated November 2012, including survey data by Macias & Associates, and nondestructive scanning and welding inspection reports by Kleinfelder (124 pages)
- ☐ Structural repair drawings and specifications by JIG issued July 17, 2013, as well as construction-related documents such as field observation reports and contractor Requests for Information (RFIs)
- ☐ Soil-structure interaction investigation report by Bryant dated November 14, 2014, including boring and soil testing results and GPR surveys (196 pages)
- ☐ Geotechnical investigation report by Balcones dated December 20, 2017, including the original Balcones report dated January 23, 2015, and numerous soil testing results and geophysical testing reports (275 pages)

The document review will supplement and inform Engineer's visual condition assessment (Task 2) and help direct discussion of potential causes of observed distress and any recommendations related to the structure. Engineer anticipate the document review will be performed over the course of two to three weeks.

Task 2 - Structural Condition Assessment

Engineer will perform a visual assessment of accessible portions of the Garage to photograph and document apparent distress associated with the structural elements. Engineer will conduct limited mechanical impact sounding and ground penetrating radar (GPR) scanning of the double-tee stem with observed distress. Engineer may also perform mechanical impact sounding or GPR at other areas of the Garage with observed distress. Engineer anticipate the structural field assessment will be performed by two staff over one to two days.

Task 3 - Letter Report

Engineer will prepare a concise written report summarizing the findings and conclusions of Engineer's document review and condition assessment. The report will include discussion of the current structural condition, as well as suitability for continued use. Recommendations for additional investigation or analysis will be provided for County's consideration, as well as any conceptual repair recommendations, if necessary. An Engineer's Opinion of Probable Cost, including quantities and unit price cost estimates, will be provided for budgeting and planning purposes for any recommended repairs. The report will be signed and sealed by a Professional Engineer licensed in the State of Texas.

Task 4 - Meeting and Project Administration

Engineer will attend one meeting with Williamson County to review the findings of the report and discuss the recommendations and potential next steps. General Project correspondence and administration is also covered in this task.

ADDITIONAL SERVICES

Additional investigation services may be warranted but are not included as part of this initial assessment phase, including, but not limited to:

- ☐ Material sampling of the concrete Garage for in-depth evaluation of the concrete properties

- ☐ Detailed structural analysis of the load-carrying capacity of structural elements
- ☐ Geotechnical borings or exploratory test pits

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. [_____]]
PROJECT: [_____]]

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated [_____] ____, 20____] and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and [_____] (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is [_____] .

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on [_____] ____, 20____] . The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

ENGINEER:

[Wiss, Janney, Elstner Associates, Inc.

COUNTY:

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Professional Staff

Senior Principal	\$350.00
Principal	\$290.00
Associate Principal	\$235.00
Senior Associate	\$205.00
Associate III	\$185.00
Associate II	\$160.00
Associate I	\$130.00

Professional Support Staff

Senior Specialist	\$150.00
Specialist	\$135.00
Senior Technician	\$115.00
Technician II	\$100.00
Technician I	\$85.00

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

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

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

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**33.****Meeting Date:** 11/19/2019

Awarding RFP 1978 Janitorial Services

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 RFP #1978 Custodian and Sanitation Supplies and Services to the overall best respondent McLemore Building Maintenance, Inc. and authorizing execution of the agreement.

Background

Purchasing solicited sealed proposals for custodial services. Six (6) suppliers participated in the solicitation of which two (2) suppliers submitted a response. The responses were thoroughly evaluated by an evaluation committee, interviews were held with both respondents and McLemore was determined to have provided the best value proposal to the County. After contract negotiations the total contract amount will be \$2,271,264.72 annually with an initial two (2) year term beginning January 1, 2020 and ending December 31, 2021 with the possibility of four (4) annual extensions thereafter. Department point of contact is Shantil Moore. Funding source 01.0100.0509.004962. This was budgeted for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Solicitation Summary](#)[Contract](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:24 PM
11/14/2019 11:24 AM
Started On: 11/06/2019 07:45 AM

Solicitation summary (1978)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Proposals for the above-mentioned goods and/or services.

Williamson County prefers and request electronic submittal of this Proposal. However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFP.

GENERAL INFORMATION:

The purpose of this solicitation is to define the custodial services requirements for various facilities owned and operate by Williamson County. The objectives are to secure a timely, consistent, and cost effective custodial contract from qualified contractors, to ensure clean and safe facilities for Williamson County. Contractor shall be responsible for the management and supervision of the cleaning/custodial functions at various locations located throughout Williamson County, and shall provide a quality-assurance system for personnel management. The work covered in this specification includes furnishing all labor, equipment, and supplies necessary for complete custodial services. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed herein but normally included in general custodial practices shall be provided. Williamson County shall consider innovative solutions and alternatives that will best accomplish the desired outcome.

INITIAL CONTRACT TERM:

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

RENEWAL OPTIONS:

Four (4) One (1) Year Renewal Options

PROPOSAL BOND

A proposal bond is required in the amount of 5% of the respondents total proposal amount.

PRE-PROPOSAL MEETING:

A **MANDATORY** Pre-Proposal conference will be held on Tuesday August 20, 2019 at 9:30am. Located at the Williamson County Georgetown Annex - Purchasing Training Room 100 Wilco Way, Suite P104 Georgetown, TX 78626.

A mandatory jobsite walkthrough will be conducted after the pre-proposal meeting.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the '**PARTICIPATE**' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

***** I DON'T SEE A PARTICIPATE BUTTON *****

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

- McLemore Building Maintenance, Inc. (McLemore Building Maintenance, Inc.)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 7)
 - Simply Klean LLC
 - Participant since : Sep 3 2019 1:34:44 PM
 - PBS of Texas
 - Participant since : Aug 29 2019 1:33:18 PM
 - 3H Service System
 - Participant since : Aug 21 2019 12:58:40 PM
 - Cen-Tex Electrical Services
 - Participant since : Aug 15 2019 11:05:20 AM
 - McLemore Building Maintenance, Inc.
 - Participant since : Aug 15 2019 9:29:44 AM
 - Texas Building Services
 - Participant since : Aug 13 2019 4:41:56 PM
 - Wilco Purchasing
 - Participant since : Aug 13 2019 4:31:18 PM
 - Removed on : Aug 13 2019 4:33:12 PM
- **Offer phase** (Number of offers in phase: 2)
 - 3H Service System (3H Service System) Time and date of submitting: Sep 5 2019 2:57:14 PM
 - McLemore Building Maintenance, Inc. (McLemore Building Maintenance, Inc.) Time and date of submitting: Sep 5 2019 1:53:25 PM
- **Evaluation** (Number of offers in phase: 2)
 - 3H Service System (3H Service System)
 - McLemore Building Maintenance, Inc. (McLemore Building Maintenance, Inc.)
- **Offer-verification** (Number of offers in phase: 1)
 - McLemore Building Maintenance, Inc. (McLemore Building Maintenance, Inc.) Time and date of submitting: Nov 5 2019 4:38:49 PM
- **Awarding** (Number of offers in phase: 1)
 - McLemore Building Maintenance, Inc. (McLemore Building Maintenance, Inc.)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Aug 7 2019 8:44 AM	—	Blake Skiles
Preparation	Phase	Aug 7 2019 8:44 AM	Aug 13 2019 9:00 AM	
Offer phase	Phase	Aug 13 2019 9:00 AM	Sep 5 2019 3:00 PM	
Pre-Proposal Meeting	Date	Aug 20 2019 8:30 AM	—	
Q&A Deadline	Date	Aug 30 2019 2:00 PM	—	
Evaluation	Phase	Sep 5 2019 3:00 PM	Nov 5 2019 8:00 AM	
Consensus Meeting	Date	Sep 10 2019 12:00 AM	—	
Offer-verification phase	Phase	Nov 5 2019 8:00 AM	Nov 6 2019 7:30 AM	
Award phase	Date	Nov 6 2019 7:30 AM	—	

Results

- **Offer phase** (Aug 13 2019 - Sep 5 2019)
Williamson County- RFP

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	McLemore Building Maintenance, Inc.	—	—	—	—	—	\$1,749,053.17	92.31%	Yes
2	3H Service System	—	—	—	—	—	\$1,428,714.48	69.23%	Yes

Labor - Special Requests & Event Services

Result

Rank	Name	Price	Allowed to next phase
1	McLemore Building Maintenance, Inc.	—	Yes
1	3H Service System	—	Yes

Floor Technician and Supplies Cost Sheet

Result

Rank	Name	Price	Allowed to next phase
1	3H Service System	\$310,296	Yes
2	McLemore Building Maintenance, Inc.	\$342,627.56	Yes

Labor- Expo Event Services

Result

Rank	Name	Price	Allowed to next phase
1	3H Service System	\$22.25	Yes
2	McLemore Building Maintenance, Inc.	\$22.61	Yes

- Evaluation**
Williamson County- RFP

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	McLemore Building Maintenance, Inc.	-	-	-	-	-	\$1,749,053.17	92.31%	Yes
2	3H Service System	-	-	-	-	-	\$1,428,714.48	69.23%	No

Labor - Special Requests & Event Services

Result

Rank	Name	Price	Allowed to next phase
1	McLemore Building Maintenance, Inc.	—	Yes
1	3H Service System	—	No

Floor Technician and Supplies Cost Sheet

Result

Rank	Name	Price	Allowed to next phase
1	3H Service System	\$310,296	No
2	McLemore Building Maintenance, Inc.	\$342,627.56	Yes

Labor- Expo Event Services

Result

Rank	Name	Price	Allowed to next phase
1	3H Service System	\$22.25	No
2	McLemore Building Maintenance, Inc.	\$22.61	Yes

- Offer-verification** (Nov 5 2019)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Allowed to next phase
1	McLemore Building Maintenance, Inc.	-	-	-	-	-	—	Yes

- Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
1	McLemore Building Maintenance, Inc.	-	-	-	-	-	—

Contracts

There are no contracts added

Comments

No comments

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(WilCo RFP #1978)**

THIS SERVICES CONTRACT (hereinafter “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 **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached WilCo RFP #1978 designated as Exhibit “A” and incorporated herein as if copied in full;**
- B. Service Provider’s Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit “B” and incorporated herein as if copied in full;**
- C. Service Provider’s Best and Final Offer (“BAFO”) designated as Exhibit “C” and incorporated herein as if copied in full;**
- D. Security Addendum designated as Exhibit “D” and incorporated herein as if copied in full; and**
- E. Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, 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 starting January 1, 2020 with the initial term continuing until December 31, 2021. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to four (4) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in Response(s) to RFP #1978, including the Best and Final Offer ("BAFO") from Service Provider, and include a total annual amount of \$2,271,264.72 for the bulk of services which will be paid on a monthly basis in the amount of \$189,272.05 for services rendered. Additionally, there are also: 1) discretionary special request service(s) at \$18.50/hour; and (2) labor for the Williamson County Expo Center event services at \$25.00/hour subject to budgeted amounts.

Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

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

fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and authorized 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 WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;
- B. Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;
- C. Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;
- D. Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and
- E. Any required insurance certificates.

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; OR IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD

HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

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.

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



Printed Name

Date: 11/5/_____, 2019

Commissioners Court - Regular Session**34.****Meeting Date:** 11/19/2019

HNTB Limestone Terrace WA1 Sup1

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between HNTB Corporation and Williamson County dated September 10, 2019 for Limestone Terrace.

Background

This supplemental is to extend the the expiration date to January 21, 2020 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsHNTB Limestone Terrace WA1 Sup1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/15/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/14/2019 04:55 PM

11/15/2019 08:19 AM

Started On: 11/14/2019 08:13 AM

SUPPLEMENT NO. 1
to
WORK AUTHORIZATION NO. 1

PROJECT: Limestone Terrace

This Supplement No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, dated September 10, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (the "Engineer").

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

Part 4. The termination date of Work Authorization No. 1 is extended to January 21, 2020 (formerly December 31, 2019). The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Except to the extent modified herein, all terms and conditions of Work Authorization No. 1 shall continue in full force and effect.

EXECUTED this ____ day of _____, 20____.

ENGINEER:

HNTB Corporation

By:  Signature
DA520610251429

Michelle R. Dippel
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravel, Jr.
Printed Name

County Judge
Title

Commissioners Court - Regular Session**35.****Meeting Date:** 11/19/2019

Prime Strategies Inc WA2 Sup3 GEC (WC-425.2)

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between Prime Strategies, Inc. and Williamson County dated May 22, 2017 for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning & Design Services) for Williamson County Long Range Transportation Plan Corridor Program Management.

Background

This supplemental is to extend the expiration date to January 21, 2020 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Prime Strategies, Inc. WA2 Sup3 GEC (WC-425.2)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/13/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/13/2019 12:11 PM

11/13/2019 01:24 PM

Started On: 11/12/2019 02:50 PM

SUPPLEMENTAL NUMBER 3
TO
WORK AUTHORIZATION NUMBER 2

This Supplemental No. 3 to Work Authorization No. 2 is made as of this 19th day of November, 2019, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 22, 2017 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Supplemental Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See original Exhibit B – Work Authorization #2 – No Change

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Supplemental Work Authorization shall be effective as of the date of the last party's execution below and continue until 1/21/2020. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 1, 2019 – January 21, 2020

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$1,650,000.00 reflecting no change, payable according to the Rate Schedule and terms of the Agreement.

PSI Project Number: WC-425.2
Williamson County LTP Corridor Program
Budget Allocated Work Authorizations

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Budget Allocated Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Budget Allocated Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Budget Allocated Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: Bill Gravell, Jr.

Title: County Judge

Date: _____, 20____

Prime Strategies, Inc.
(PSI)

By: 

Name: Michael J. Weaver

Title: President

Date: 11/9, 2019

Commissioners Court - Regular Session**36.****Meeting Date:** 11/19/2019

Prime Strategies Inc WA6 Sup3 GEC (WC-0425)

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Annual Fiscal Year Work Authorization No 6 under Williamson County Contract between Prime Strategies, Inc. and Williamson County dated May 13, 2014 for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning and Design Services) for Williamson County Road Bond Projects.

Background

This supplemental is to extend the expiration date to January 21, 2020 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Prime Strategies, Inc. WA6 Sup3 GEC (WC-0425)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/13/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/13/2019 12:11 PM

11/13/2019 01:19 PM

Started On: 11/12/2019 02:28 PM

SUPPLEMENTAL NUMBER 3
TO
ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 6

This Supplemental No. 3 to Work Authorization No. 6 is made as of this 19 day of November, 2019, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 13, 2014 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Supplemental to the Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls for Road Bond Projects.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See original Exhibit B – Work Authorization #6 – No Change

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Supplemental to the Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until January 21, 2020. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2018 – January 21, 2020

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$3,550,000.00 reflecting no change in compensation amount, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Supplemental to the Annual Fiscal Year Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: Bill Gravell, Jr.

Title: County Judge

Date: _____, 20____

Prime Strategies, Inc.
(PSI)

By: 

Name: Michael J. Weaver

Title: President

Date: 10/31, 2019

Commissioners Court - Regular Session**37.****Meeting Date:** 11/19/2019

Interlocal Cooperation Contract with The Capital Area Council of Governemnts (CAPCOG)

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an Interlocal Cooperation Contract between The Capital Area Council of Governments (CAPCOG) and Williamson County for permitting software.

Background

This item is an agreement between The Capital Area Council of Governments (CAPCOG) and Williamson County. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The Department of Infrastructure is proposing to utilize My Permits Now, an online permitting software, to standardize the process flows, improve efficiency, communicate with the public, and create a standard set of metrics for reporting and management. The software will allow customers to check workflows, timelines and status of submitted permits, pay online, schedule inspections and receive letters of approval/disapproval, etc. We expect to adopt this software to the following permitting processes: OSSF, Flood Plain, Plat Review, Driveway, and Utility. Quote for unlimited number of septic Permits: \$400.00 Monthly. Additional Modules as listed on page 11 of the Agreement: Matt Williamson is the Point of contact and FY2020 approved funding source is: 0200 0210 005741.

The SCPDC is a governmental entity, so they fall under the exception: The only exception to the policy that the other party sign first is because the other party of the agreement is another governmental entity. The reason for this is that the Texas Constitution and state statutes mandate that only county commissioners' courts, acting as a body, may approve contracts. Counties are not like a city with a city manager that can bind their agency. In order for a county to execute a binding agreement, it has to be posted for 72 hours in compliance with the Open Meetings Act, there has to be a majority vote, and then the presiding officer signs, and the document is then recorded into the minutes.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsInterlocal Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Johnny Grimaldo
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 09:47 AM
11/14/2019 11:26 AM
Started On: 11/13/2019 10:23 AM

INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensors.

1.2. Williamson County, Texas ("Licensee") ("County").

1.3. The South Central Planning and Development Commission (Licensors) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensors and Licensee, and describes the terms and conditions pursuant to which Licensors shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary

information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

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 Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensors grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensors Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensors products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensors Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensors Software, uploading or otherwise transferring, or providing direct access to, the Licensors Software to any third party without Licensors prior written consent, including access by any third party to the Licensors Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. To the extent authorized under Texas law, Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance johnndoe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

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

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 To the extent authorized under Texas law, Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

8. CONFIDENTIALITY

8.1 **CONFIDENTIAL INFORMATION.** Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. **TERM AND TERMINATION**

9.1 **Term.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 **EFFECT OF TERMINATION.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions

limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
District Commission

To:

Address: 5058 West Main St.
Houma, LA 70360

Address:

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

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

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

WILLIAMSON COUNTY, TEXAS

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION THROUGH ITS
AGENT, CAPCOG

By:

By:

Bill Gravell, Jr.,
Williamson County Judge

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

SCHEDULE A

INTERLOCAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. Custom quote for an unlimited number of Septic Permits: **\$400.00** monthly.
2. Monthly Fee for Additional Modules:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

			MONTHLY RATE		
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the _____ Permit Volume package. It is understood this will be billed on a levelized billing system of \$_____ monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. . In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals not to exceed \$5100.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable in accordance with the Texas Prompt Payment Act.

SCHEDULE B

COOPERATIVE ENDEAVOR USE AGREEMENT

South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the ILicensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Information Technology Administrator

E-mail: support@scpdc.org

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will

attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr., Williamson County Judge

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____

Commissioners Court - Regular Session**38.****Meeting Date:** 11/19/2019

1711-196 Crushed Granite renewal 2 with Heartland Quarries, LLC

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Crushed Granite contract 1711-196 for the same pricing, terms and conditions as the existing contract for term of December 5, 2019 - December 4, 2020, with Heartland Quarries, LLC.

Background

Road & Bridge department submitted a Vendor Performance Report (VPR) that reflects the vendor met all requirements on contract and requests renewal. The department point of contact is James Williams. Funding source for this requirement is in the FY20 budget under Base & Stabilizer 01.0200.0210.003551.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1711-196 Crushed Granite renewal 2 with Heartland Quarries, LLC

Form Review**Inbox**

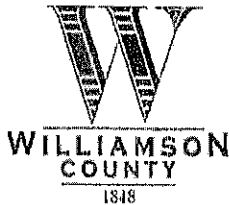
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/14/2019 10:18 AM
11/14/2019 11:16 AM
Started On: 11/04/2019 01:33 PM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	Department:	Road & Bridge
Vendor Name:	Heartland Quarries, LLC		
Vendor Address:	1405 E. Riverside, Austin, TX 78741		
Purpose/Intended Use of Product or Service (summary):			
Crushed Granite			
P.O./Contract Number:	1711-196	Effective Date:	12/05/2019
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	12/04/2020
Requested By:	Terron Evertson, Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">Completed Texas Form 1295 ; ANDRenewed Certificate of Insurance if required in original bid/proposalExtend Contract for the 2nd of two (2), one (1) year renewal option periods: Renewal Option Period 2 December 5, 2019 – December 4, 2020 Renewal Option Period 1 December 5, 2018 – December 4, 2019 Initial Contract Period December 5, 2017 – December 4, 2018			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Heartland Quarries, LLC		Williamson County, 710 Main St., Georgetown, TX 78626	
Vendor <u>dba Heartland Aggregates</u>		Bill Gravel	
Name <u>John Schuber</u>		Williamson County Judge	
Title <u>Manager</u>		Signature _____	
Signature <u>[Signature]</u>		Date _____	
Date <u>10/25/2019</u>			

Commissioners Court - Regular Session**39.****Meeting Date:** 11/19/2019

Advertisement Approval 2448 RFQ General Engineering Consultant (Road and Bridge)

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 statements of qualifications for General Engineering Consultant (Road and Bridge) under RFQ #2448.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing General Engineering Services to assist Williamson County staff in the planning, development, management and oversight of its non-bond financed transportation projects. Department point of contact is Bob Daigh. Funding source 01.0200.0210.004100.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:43 PM
11/14/2019 11:38 AM
Started On: 11/06/2019 08:17 AM

Commissioners Court - Regular Session**40.****Meeting Date:** 11/19/2019

Advertisement Approval 2449 RFQ General Engineering Consultant (Road Bond)

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 statements of qualifications for General Engineering Consultant (Road Bond) under RFQ #2449.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing General Engineering Services to assist Williamson County staff in the planning, development, management and oversight of its bond financed transportation projects. Department point of contact is Bob Daigh. Funding source: 2019 Road Bond.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:44 PM
11/14/2019 11:39 AM
Started On: 11/06/2019 08:29 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 11/19/2019

Advertisement Approval 2451 RFQ Planning and Design of Road Bond Projects

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 statements of qualifications for Planning and Design of Road Bond Projects under RFQ #2451.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in design and planning of projects listed on the Project Submittal Summary Form. Department point of contact is Bob Daigh. Funding Source: 2019 Road Bond.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:45 PM
11/14/2019 11:43 AM
Started On: 11/12/2019 08:51 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 11/19/2019

Advertisement Approval 2571 RFQ Williamson County Moka Corridor Planning and Design

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 statements of qualifications for Williamson County Moka Corridor Planning and Design under RFQ #2571.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing planning and design engineering services to assist Williamson County staff in the development of the MOKAN Corridor within Williamson County as a managed lane facility. Department point of contact Bob Daigh. Funding Source 2019 Road Bond.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:50 PM
11/14/2019 11:44 AM
Started On: 11/12/2019 08:53 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 11/19/2019

Advertisement Approval 2572 RFQ Williamson County Flood Plain Maps Update

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 statements of qualifications for Williamson County Flood Plain Maps Update under RFQ #2572.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of data, studies and reports necessary for the Williamson County Flood Plain Maps. Several firms may be contracted to assist in this effort. Department point of contact is Bob Daigh. Funding Source: 2019 Road Bond.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:51 PM
11/14/2019 11:45 AM
Started On: 11/12/2019 08:55 AM

Commissioners Court - Regular Session**44.****Meeting Date:** 11/19/2019

Advertisement Approval 2574 RFQ Environmental Services

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 statements of qualifications for Environmental Services under RFQ #2574.

Background

Williamson County is soliciting qualifications of environmental services firms interested in providing environmental services for roadway, bridge, drainage or other Williamson County projects. Several firms are anticipated to be selected to perform environmental services from this single RFQ. Department point of contact Bob Daigh. Funding source 2019 Road Bond and 01.0200.0210.004100.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:52 PM
11/14/2019 11:49 AM
Started On: 11/12/2019 08:57 AM

Commissioners Court - Regular Session**45.****Meeting Date:** 11/19/2019

Advertisement Approval 2576 RFQ Traffic Engineering Services

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 statements of qualifications for Traffic Engineering Services under RFQ #2576.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing Traffic Engineering services for Williamson County projects. Several firms are anticipated to be selected from this single RFQ. Department point of contact is Bob Daigh. Funding source: 2019 Road Bond and 01.0200.0210.004100.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:53 PM
11/14/2019 11:50 AM
Started On: 11/12/2019 08:58 AM

Commissioners Court - Regular Session**46.****Meeting Date:** 11/19/2019

Advertisement Approval 2579 RFQ Material Testing and Geotechnical Engineering Services

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 statements of qualifications for Material Testing and Geotechnical Engineering Services under RFQ #2579.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing Material Testing and Geotechnical Engineering services for roadway, bridge, drainage or other Williamson County projects. Several firms are anticipated to be selected from this single RFQ. Department point of contact is Bob Daigh. Funding source: 2019 Road Bond and 01.0200.0210.004160.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:54 PM
11/14/2019 11:51 AM
Started On: 11/12/2019 09:00 AM

Commissioners Court - Regular Session**47.****Meeting Date:** 11/19/2019

Advertisement Approval 2586 RFQ Surveying Services

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 statements of qualifications for Surveying Services under RFQ #2586.

Background

Williamson County is soliciting qualifications of surveying firms interested in providing surveying services for roadway, bridge, drainage or other Williamson County projects. Several firms are anticipated to be selected from this single RFQ. Department point of contact is Bob Daigh. Funding source: 2019 Road Bond and 01.0200.0210.004150.

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: 11/14/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

11/13/2019 03:54 PM
11/14/2019 11:51 AM
Started On: 11/12/2019 09:01 AM

Commissioners Court - Regular Session**48.****Meeting Date:** 11/19/2019

Asphalt Cement (AC-10) Advertisement

Submitted For: Randy Barker**Submitted By:** Andrew Portillo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Cement (AC-10) under IFB #2634.

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Cement (AC-10) per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Department point of contact is James Williams. Funding source 01.0200.0210.003550.

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: Andrew Portillo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/13/2019 04:08 PM

11/14/2019 11:58 AM

Started On: 11/13/2019 09:20 AM

Commissioners Court - Regular Session**49.****Meeting Date:** 11/19/2019

Authorize issuing 2396 IFB Fog Seal

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fall 2019 Fog Seal (Stonewall Ranch) under IFB #2396.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Fall 2019. Department point of contact is Kon Kwan. Funding Source for FY 20 - 01.0200.0210.003599.

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: Johnny Grimaldo

Final Approval Date: 11/14/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

11/14/2019 09:44 AM

11/14/2019 11:20 AM

Started On: 11/13/2019 09:46 AM

Commissioners Court - Regular Session**50.****Meeting Date:** 11/19/2019

SE Loop Lease Agreement

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 ratifying a lease between Williamson County and Brian and Tina Miller relating to the property located at 128 Estate Cove, Hutto, Texas, which was consummated pursuant to the terms of a real estate contract for the purchase of right-of-way for the SE Loop Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMiller Lease Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:30 AM

Started On: 11/14/2019 09:21 AM

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and Tina Regaldo Miller and Brian Miller, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain plot of land with the dwelling thereon known and described as Lot 32, Block B, Lakeside Estates Section 2, also known as 128 Estate Cove, Hutto, Texas 78634 (hereinafter referred to as the "Premises"), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:


1. TERM. The initial term of this Lease shall be one (1) year commencing on November 1, 2019 ("Commencement Date") and ending on October 31, 2020 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand and No/100 Dollars (\$1,000.00) ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the 1st day of November, 2019, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best

Initialed for Identification by Tenants , _____ and Landlord _____, _____

interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

8. NUMBER OCCUPANTS. Without prior approval and consent from Landlord the

Initialed for Identification by Tenants Jm, JH, _____, _____ and Landlord _____, _____

Premises may be occupied by no more than 5 persons, consisting of 2 adults and 3 children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. **CONDITION OF PREMISES.** TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN

Initialed for Identification by Tenants: Jem JM _____ and Landlord _____, _____

48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

Initialed for Identification by Tenants , _____ and Landlord _____, _____

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as it finds the Premises upon entry, reasonable wear and tear excepted; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable

Initialed for Identification by Tenants: , _____ and Landlord _____, _____

wear and tear excepted..

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. **SECURITY DEVICES AND EXTERIOR DOOR LOCKS.** The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. **SMOKE DETECTORS.** The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. **VEHICLES.** Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. **LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

23. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all

Initialed for Identification by Tenants: SRM JLM, _____ and Landlord _____, _____

advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. **LIABILITY.** UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLIGENCE OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

Initialed for Identification by Tenants , _____ and Landlord _____, _____

27. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to re-let the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to re-let the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.

Initialed for Identification by Tenants: PM, BM, _____ and Landlord _____, _____

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee

Kevin Miller

Address of Designee

Telephone number of designee

(512) 470-3674

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;

Initialed for Identification by Tenants: JRM TMM, _____ and Landlord _____, _____

- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other

Initialed for Identification by Tenants: JPm, JLU, _____ and Landlord _____, _____

party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313

Initialed for Identification by Tenants RM, JMU, _____, _____ and Landlord _____, _____

Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 128 Estate Cove
Hutto, Texas 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

43. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

44. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

Initialed for Identification by Tenants: , _____ and Landlord _____, _____

45. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

46. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

47. 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 Lease. 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.

48. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

49. EXECUTION IN COUNTERPARTS. This Lease 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.

50. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Initialed for Identification by Tenants: JPm RM _____, _____ and Landlord _____, _____

Signed, sealed and delivered this _____, 2019.


LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____


Bill Gravell, Jr.,

Williamson County Judge

Initialed for Identification by Tenants , _____ and Landlord _____, _____

TENANT:

By: 
Tina Regaldo Miller

By: 
Brian Miller

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;**
- (2) Have the condition repaired or remedied;**
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and**
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.**

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;**
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and**
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).**

Initialed for Identification by Tenants: , _____, _____ and Landlord _____, _____

Commissioners Court - Regular Session**51.****Meeting Date:** 11/19/2019

Discuss consider and take appropriate action on approval of the replat of Lot 1A of the Braun Commercial 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 replat of Lot 1A of the Braun Commercial subdivision – Precinct 2.

Background

This is a replat of Lot 1A of the Braun Commercial subdivision. This plat will be known as the Santa Rita Ranch South Commercial subdivision. It consists of 2 commercial lots, 1 water quality pond lot and no new public roads.

Timeline

2019-04-15 – initial submittal of the replat

2019-05-01 – 1st review complete with comments

2019-08-19 – 2nd submittal of replat

2019-09-10 – 2nd review complete with comments

2019-10-22 – 3rd submittal or replat

2019-10-22 – 3rd review complete with all comments cleared

2019-11-01 – receipt of replat with all signatures

2019-11-01 – replat placed on November 19, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Replat - Santa Rita South Commercial

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/14/2019

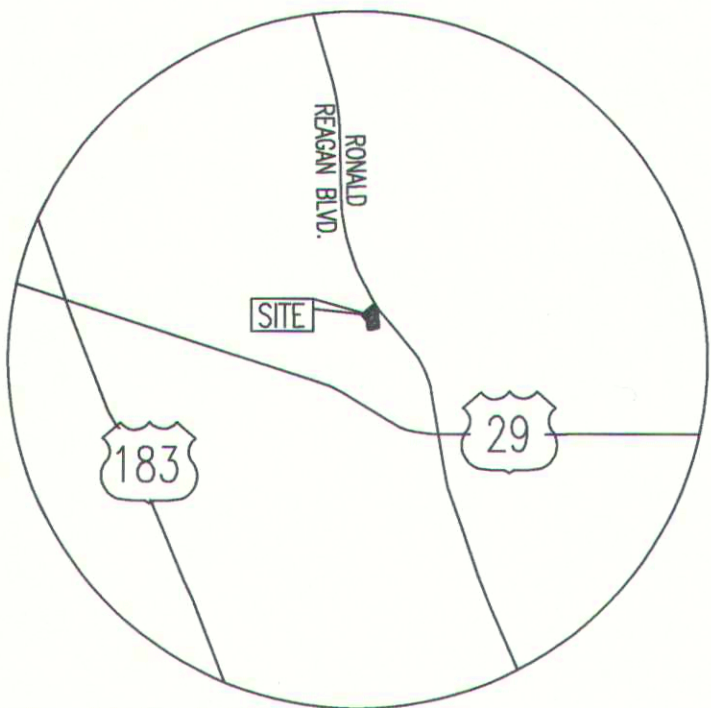
Reviewed By

Andrea Schiele

Date

11/14/2019 11:35 AM

Started On: 11/01/2019 03:27 PM



FINAL PLAT OF SANTA RITA SOUTH COMMERCIAL

A REPLAT OF BRAUN COMMERCIAL, LOT 1A (DOC. NO. 2015003274)

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



SCALE: 1" = 100'

LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- ▲ MAG NAIL FOUND
- B.L. BUILDING LINE
- Ⓐ BLOCK DESIGNATOR

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
4. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY.
5. DRIVEWAYS SHALL TAKE ACCESS FROM SANTA RITA BOULEVARD AND NOT RONALD REAGAN BOULEVARD.
6. BEARINGS ARE BASED TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
7. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
8. LOTS 1, 2, AND 3, BLOCK A, ARE NOT INTENDED FOR RESIDENTIAL USE.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (B10.1 2000 RULES), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. WASTEWATER SERVICE TO BE PROVIDED BY THE CITY OF LIBERTY HILL.
11. WATER SERVICE TO BE PROVIDED BY THE CITY OF GEORGETOWN.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
13. 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.
14. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
15. THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF BRAUN COMMERCIAL AND REPLAT OF BRAUN COMMERCIAL LOT 1, AS RECORDED IN DOCUMENT NUMBER 2009002080 AND 2015003274 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
16. LOTS 1, 2 & 3 ARE SUBJECT TO ACCESS EASEMENT RECORDED IN DOCUMENT NUMBER 2019098612 OF WILLIAMSON COUNTY PUBLIC RECORDS.

DATE: AUGUST 16, 2019

OWNER:

SANTA RITA COMMERCIAL, LLC.
A TEXAS LIMITED LIABILITY COMPANY
8200 NORTH MOPAC, STE. 300
AUSTIN, TX. 78759

DEVELOPER:

SANTA RITA COMMERCIAL, LLC
A TEXAS LIMITED LIABILITY COMPANY
8200 NORTH MOPAC, STE. 300
AUSTIN, TX. 78759

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 7.507 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL NO. OF LOTS: 3
TOTAL NO. OF BLOCKS: 1

SANTA RITA, LLC.,
(5.73 AC)
DOC. NO.
2013111090

NOAH SMITHWICK SURVEY,
ABSTRACT NO. 590

SANTA RITA BOULEVARD
(90' R.O.W.)
N49°25'01"E 538.01'
436.01'

RONALD REAGAN BOULEVARD
(R.O.W. VARIES)

LOT 1
COMMERCIAL
3.206
ACRES

WASTEWATER
EASEMENT
DOC. NO.
2015003274

LOT 1A
REPLAT OF LOT 1,
BRAUN COMMERCIAL
DOC. NO. 2015003274

LOT 2
COMMERCIAL
2.687
ACRES

LOT 3
WATER QUALITY POND
1.614 ACRES

WILCO LAND
INVESTMENTS I, LLC.,
(146.60 AC)
DOC. NO.
2014003388

SANTA RITA
RANCH SOUTH
SECTION 15
DOC. NO.
2015065398

POINT OF
BEGINNING

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	128.99	8100.00	S35°14'57"E	128.99	64.49	0°54'45"

Line Table		
Line #	Length	Direction
L1	24.89	N59°33'39"W
L2	39.10	S82°41'25"E
L3	141.73	N34°17'36"W
L4	200.07	N55°12'56"E

SHEET NO. 1 OF 2



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

FINAL PLAT OF
SANTA RITA SOUTH COMMERCIAL
A REPLAT OF BRAUN COMMERCIAL, LOT 1A (DOC. NO. 2015003274)

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I JAMES EDWARD HORNE, VICE PRESIDENT OF SANTA RITA COMMERCIAL, LLC., BEING THE OWNER OF LOT 1A OF REPLAT OF LOT 1, BRAUN COMMERCIAL, A SUBDIVISION RECORDED IN DOCUMENT NO. 2015003274 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE 7.507 ACRES OF LAND SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"FINAL PLAT OF SANTA RITA SOUTH COMMERCIAL, A REPLAT OF BRAUN COMMERCIAL, LOT 1A (DOC. NO. 20150032740)"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF OCTOBER, 2019.

By: [Signature]
JAMES EDWARD HORNE, VICE PRESIDENT
SANTA RITA COMMERCIAL, LLC, A TEXAS LIMITED LIABILITY COMPANY
8200 NORTH MOPAC, STE. 300
AUSTIN, TX. 78759

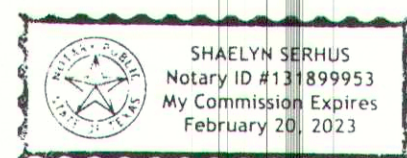
STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED 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 29 DAY OF OCTOBER, 2019, A.D.

[Signature]
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1st DAY OF Nov, 2019, A.D.

[Signature]
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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. COMMERCIAL UTILITY EVALUATION REQUIRED PRIOR TO SITE PLAN APPROVAL. SITE PLAN TO BE APPROVED BY CITY OF LIBERTY HILL. IMPACT FEES TO BE PAID UPON SITE PLAN APPROVAL.

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]
CITY OF LIBERTY HILL, TEXAS

10/29/19
DATE

STATE OF TEXAS:

COUNTY OF TRAVIS:

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, KERRI PEÑA, 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] 10/18/2019
KERRI PEÑA, P.E. NO. 90255 DATE
GREEN CIVIL DESIGN, LLC.
11130 JOLLYVILLE ROAD, SUITE 101
AUSTIN, TEXAS 78759

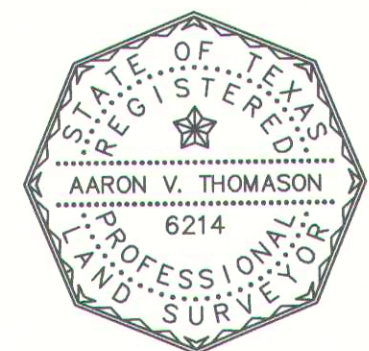


STATE OF TEXAS:

COUNTY OF TRAVIS:

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] 18 OCT 2019
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com



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.

FIELD NOTES

BEING ALL OF THAT CERTAIN 7.507 ACRE TRACT OUT OF THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS ALL OF LOT 1A, REPLAT OF LOT 1, BRAUN COMMERCIAL, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2015003274 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 7.507 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", BEING THE SOUTHEAST CORNER OF SAID LOT 1A, BEING ALSO A POINT ON A WESTERN BOUNDARY LINE OF A CALLED 146.60 ACRE TRACT OF LAND CONVEYED TO WILCO LAND INVESTMENT I, LLC., IN DOCUMENT NUMBER 2014003388 (O.P.R.W.C.TX.), AND BEING ALSO A THE NORTHEAST CORNER OF LOT 40, BLOCK II, OF SANTA RITA SOUTH, SECTION 15, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2015065398 (O.P.R.W.C.TX.), FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID LOT 1A, AND SAID SANTA RITA SOUTH, SECTION 15, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1. S77°48'37"W, A DISTANCE OF 349.22 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
2. N59°33'39"W, A DISTANCE OF 24.89 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE",
3. N06°04'59"W, A DISTANCE OF 348.17 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE", AND
4. N42°44'28"W, A DISTANCE OF 292.79 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", BEING THE NORTHWEST CORNER OF SAID LOT 1A, BEING ALSO THE NORTH CORNER OF LOT 80, BLOCK II OF SAID SANTA RITA SOUTH, SECTION 15, AND BEING ALSO A POINT ON A SOUTHWEST RIGHT-OF-WAY LINE OF SANTA RITA BOULEVARD (90' R.O.W.), FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID LOT 1A AND SAID SANTA RITA BOULEVARD, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. N49°25'01"E, A DISTANCE OF 536.01 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE", AND
2. S82°41'25"E, A DISTANCE OF 39.10 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT, BEING A NORTHEAST CORNER OF SAID LOT 1A AND BEING ALSO A POINT ON A SOUTHWEST RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES),

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID LOT 1A AND SAID RONALD REAGAN BOULEVARD AND WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 8100.00 FEET, AN ARC LENGTH OF 128.99 FEET, AND WHOSE CHORD BEARS S35°14'57"E, A DISTANCE OF 128.99 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE", BEING A NORTHEAST CORNER SAID LOT 1A, BEING ALSO A POINT ON A SOUTHWEST RIGHT-OF-WAY LINE OF SAID RONALD REAGAN BOULEVARD AND BEING ALSO THE NORTH CORNER OF SAID 146.60 ACRE TRACT, FROM WHICH A CAPPED 1/2" IRON ROD FOUND STAMPED "RJ SURVEYING", BEARS S04°09'32"E, A DISTANCE OF 2.49 FEET,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID LOT 1A AND SAID 146.60 ACRE TRACT, S06°02'12"E, A DISTANCE OF 742.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.507 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, FOR 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 THAT THIS 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. 2 OF 2



Commissioners Court - Regular Session**52.****Meeting Date:** 11/19/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Oak Bend Estates subdivision – Pct 2

Submitted For: Terron Evertson**Submitted By:** Matt Williamson, 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 Oak Bend Estates subdivision – Precinct 2.

Background

This proposed subdivision consists of 24 residential lots and 1,482 linear feet of new public roads.

Timeline

2019-06-27 – initial submittal of the preliminary plat

2019-07-16 – 1st review complete with comments

2019-09-26 – 2nd submittal of the preliminary plat

2019-10-10 – 2nd review complete with comments

2019-11-06 – 3rd submittal of the preliminary plat

2019-11-06 – 3rd review complete with all comments cleared

2019-11-14 – preliminary plat placed on the November 19, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Oak Bend Estates - Preliminary Plat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Matt Williamson

Final Approval Date: 11/14/2019

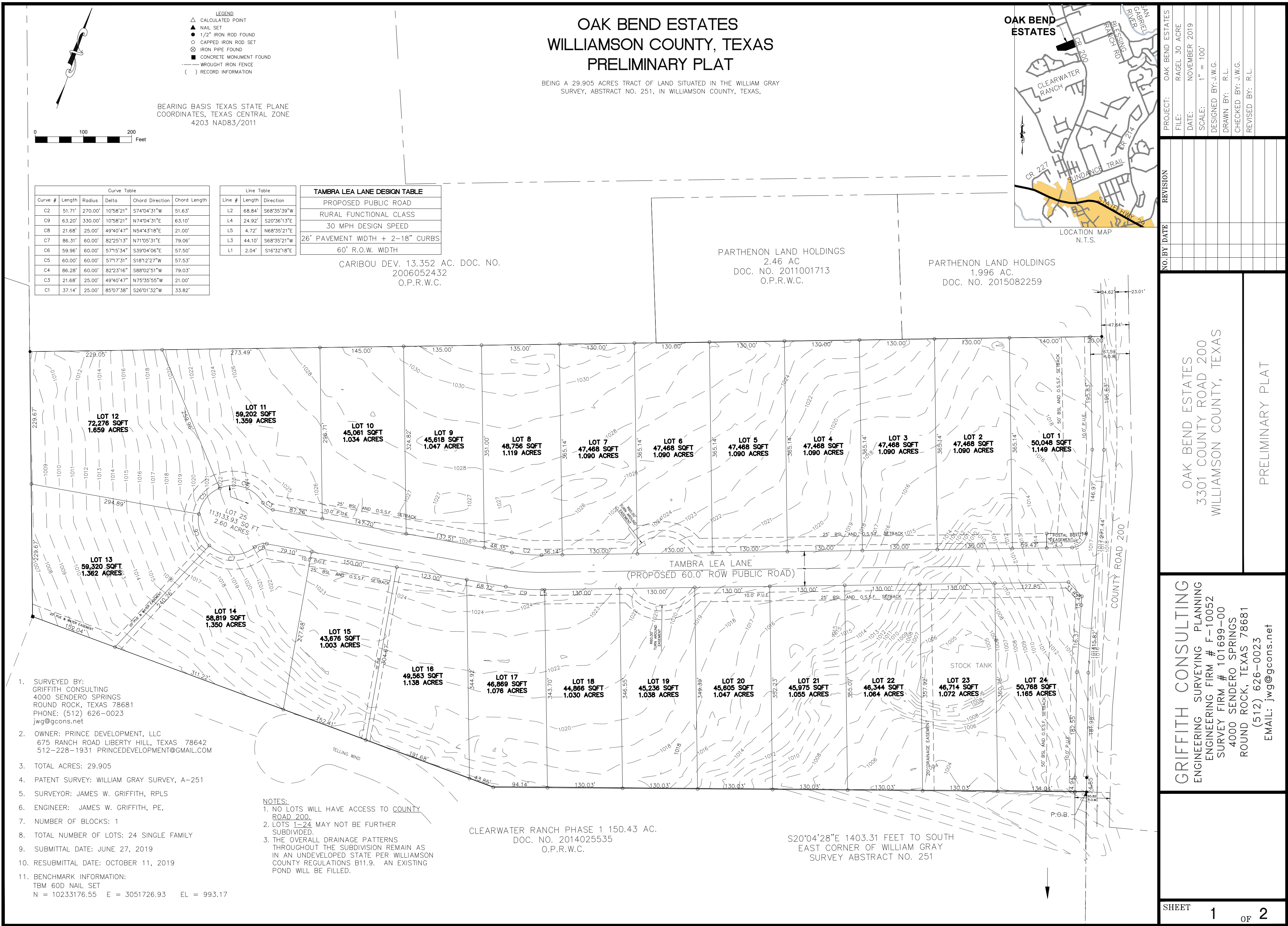
Reviewed By

Andrea Schiele

Date

11/14/2019 11:58 AM

Started On: 11/14/2019 11:33 AM



- NOTES:
- THIS SITE LIES IN "ZONE X", DESIGNATED AREAS ARE DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AND NO PORTION OF PROPERTY LIES WITHIN "ZONE A", AS SHOWN ON THE WILLIAMSON COUNTY FLOOD INSURANCE RATE MAP NO. 48491C0250 E DATED SEPTEMBER 26, 2008.
 - EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND WILLIAMSON COUNTY.
 - WATER IS PROVIDED BY CITY OF GEORGETOWN WATER SYSTEM.
 - THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
 - GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
 - THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED JANUARY 18, 2018.
 - ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOP.
 - TELEPHONE SERVICE IS PROVIDED BY VERIZON TELEPHONE COMPANY.
 - THIS PLAT INCLUDES 2.172 ACRES OF NEW ROAD RIGHT OF WAY.
 - THIS PLAT INCLUDES 1482 LINEAR FEET OF NEW ROADS.
 - BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE (GRID), CENTRAL ZONE, NAD83/2011.
 - NO LOTS WITHIN THIS SUBDIVISION SHALL BE RESUBDIVIDED INTO SMALLER TRACTS.
 - BY FILING THIS PLAT (OWNERS), AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY ACKNOWLEDGE AND AGREE THAT THE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION.
 - STREET WILL BE PUBLIC, AND WILL BE OWNED AND MAINTAINED BY WILLIAMSON COUNTY.
 - ON-STREET OVERNIGHT PARKING SHALL NOT BE ALLOWED.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO AN APPROVED ON SITE SEWAGE FACILITY, IN ACCORDANCE WITH WILLIAMSON COUNTY ENVIRONMENTAL SERVICES.
 - NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
 - RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENTS MAY BE REMOVED BY WILLIAMSON COUNTY.
 - THE OVERALL DRAINAGE PATTERNS THROUGHOUT THE SUBDIVISION SHALL REMAIN AS IN AN UNDEVELOPED STATE PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.9.
 - IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
 - ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 - ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
 - THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EXPOSE SUCH CONDITIONS BEYOND EXISTING CONDITIONS.
 - 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.

FIELD NOTES FOR OAK BEND ESTATES

BEING A 29.905 ACRES TRACT OF LAND SITUATED IN THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, IN WILLIAMSON COUNTY, TEXAS, THE SAME TRACT DESCRIBED IN A WARRANTY DEED FROM LEROY L. BARTLETT AND WIFE DELLA BARTLETT TO RALPH A. RAGLE AND WIFE NOELALEE RAGLE RECORDED ON NOVEMBER 15, 1999 AND RECORDED IN DOCUMENT NO. 199977991 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE WEST R.O.W. LINE OF COUNTY 200 (R.O.W. VARIES) AND THE NORTH LINE OF CLEARWATER RANCH PHASE ONE A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS REFERENCED IN DOCUMENT NO. 2014025535 AND SAID DOCUMENT 199977991 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS;

THENCE S69°50'31"W PASSING AT 19.94 FEET A 1/2 IRON ROD 0.19 FEET LEFT AND CONTINUING IN TOTAL 1028.36 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID 29.905 ACRES TRACT;

THENCE N89°45'46"W 851.19 FEET WITH THE NORTH WEST LINE OF CLEARWATER RANCH PHASE 1 TO A CONCRETE MONUMENT FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°11'45"W 459.33 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF CALLED 13.38 ACRES TRACT OF LAND CONVEYED BY WARRANTY DEED FROM GEORGE DAVID HOLLEWAY, JR AND NORA BELLE HOLLEWAY TO CARIBOU DEVELOPMENT, L.L.C. ON JUNE 23, 2006 RECORDED IN DOCUMENT NO. 2006052432 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N68°35'20"E PASSING AT 1085.51 FEET AN IRON FOUND 10 FEET LEFT CONTINUING FOR A TOTAL 1857.64 FEET TO AN IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A CALLED 1.996 ACRES TRACT CONVEYED BY GENERAL WARRANTY DEED FROM NATHAN TROY WINTER TO PARTHENON LAND HOLDINGS #1, L.L.C. ON SEPTEMBER 17, 2015 RECORDED IN DOCUMENT NO. 2015082259 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST R.O.W. OF COUNTY ROAD 200 AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES

- S21°41'43"E 196.63 FEET FOR AN ANGLE POINT,
- S16°32'18"E 271.44 FEET FOR AN ANGLE POINT,
- S16°45'18"E 115.82 FEET FOR AN ANGLE POINT,
- S19°42'53"E 181.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEASTERN CORNER OF A 25 FOOT ACCESS EASEMENT DESCRIBED AS TRACT TWO IN A WARRANTY DEED FROM RICHARD L. SHIREY AND WIFE DONNA R. SHIREY TO LEROY L. BARTLETT AND WIFE DELLA BARTLETT DATED FEBRUARY 29 1984, RECORDED IN DOCUMENT NO. 1984077883 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS THENCE S20°03'07"E 24.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.905 ACRES MORE OR LESS.

THE BEARINGS HEREIN RECITED ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/2011

I, JAMES W. GRIFFITH, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JAMES W. GRIFFITH DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1885
GRIFFITH CONSULTING, SURVEY FIRM NO. F-101699-00

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____ 2019 A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE DAY OF _____ 2019 A.D., AT _____ O'CLOCK, _____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____ TO CERTIFY WHICH, I WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

HEALTH DISTRICT APPROVAL

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

DEBORAH MARLOW DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

FLOODPLAIN ADMINISTRATOR APPROVAL

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

J. TERRON EVERTSON, PE DATE
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

JAMES W. GRIFFITH, RPLS 1885 DATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, JAMES W. GRIFFITH, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0295, 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 EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

JAMES W. GRIFFITH, PE, 41184

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____ 2019 A.D.

TERESA BAKER DATE
WILLIAMSON COUNTY ADDRESSING COORDINATOR

ROAD WIDENING EASEMENTS

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

ROADWAY CONSTRUCTION

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 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 FIRST FLOOD OR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

OWNER'S RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. 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.

MAILBOXES

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

DEVELOPMENT NOTES

NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

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.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES H. PRINCE, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. (OR VOLUME AND PAGE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND) AND DO HEREBY (SUBDIVIDE, RESUBDIVIDE, AMEND, ETC.) SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS OAK BEND ESTATES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____ 20____

OWNER'S SIGNATURE

JAMES H. PRINCE, OWNER
675 RANCH ROAD LIBERTY HILL,
TEXAS 78642
512-228-1931

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, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

Commissioners Court - Regular Session**53.****Meeting Date:** 11/19/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Blue Bird Estates subdivision – Pct 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Blue Bird Estates subdivision – Precinct 4.

Background

This proposed subdivision consists of 5 lots and no new public roads.

Timeline

2019-07-12 – initial submittal of the preliminary plat

2019-08-09 – 1st review complete with comments

2019-08-29 – 2nd submittal of preliminary plat

2019-09-04 – 2nd review complete with comments

2019-11-05 – 3rd submittal of preliminary plat

2019-11-14 – 3rd review complete with comments cleared

2019-11-14 – preliminary plat placed on November 19, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Preliminary - Blue Bird Estates

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/14/2019

Reviewed By

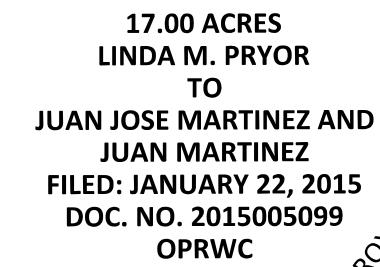
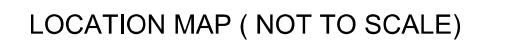
Andrea Schiele

Date

11/14/2019 11:48 AM

Started On: 11/14/2019 11:39 AM

A PRELIMINARY PLAT OF 10.983 ACRES OUT OF THE FRANCIS BRADLEY SURVEY,
ABSTRACT NO. 78 (DOCUMENT NO. 201902152, OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS) WILLIAMSON COUNTY, TEXAS



- 1/2 INCH IRON ROD FOUND (FND.)
- 5/8 INCH IRON ROD FOUND (FND.)
- 5/8 INCH IRON ROD SET
- ⬢ BENCHMARK
- OVERHEAD ELECTRIC
- SUBDIVISION BOUNDARY
- DRWC = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

ENGINEER: LEON E. HOCH, PE
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 FAX

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

BEGINNING, at a 5/8 inch diameter iron rod found for the northwest corner of the herein described tract, said iron rod being the northeast corner of a 12.00 acre tract as conveyed in a Warranty Deed with Vendor's Lien from Arthur C. Lopez and wife, Teresa Lopez to Elizabeth Burnett, filed June 20, 2006, as recorded in Document No. 2006050533 of the Official Public Records of Williamson County, Texas, said iron rod also being in the South right-of-way line of County Road 426 (R.O.W. varies);

THENCE, South 28°07'10" East, with the South line of County Road 426, a distance of 69.93 feet to a 5/8 inch diameter iron rod found for an angle point of the herein described tract, said iron rod being in the intersection of the South right-of-way line of County Road 426 and the West right-of-way line of County Road 427;

THENCE, North 73°50'53" West, with the common line of the 17.00 Martinez tract, a distance of 372.27 feet to a 1/2 inch diameter iron rod found with cap stamped "Terra Firma" for the southwest corner of the herein described tract, said iron rod being the northwest corner of the 17.00 acre Martinez tract and in the East line of the 12.00 acre Burnett tract;

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE A SCALE FACTOR OF 0.999883547461 TO CONVERT TO SURFACE.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SOUTHWEST MILAM WATER SUPPLY CORP.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAN ARE FREE OF LIENS.
6. THE MINIMUM LOWEST 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.
7. RURAL MAILBOXES SHALL BE SET THREE (3) FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
12. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. ALL LOT CORNERS ARE 5/8 INCH DIAMETER IRON RODS WITH YELLOW PLASTIC CAP STAMPED "CIVILCORP" SET, UNLESS OTHERWISE NOTED.
14. NO LOT SHALL HAVE MORE THAN 20% IMPERVIOUS COVERAGE.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2019.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Notary Public in and for the State of Texas

Notary Public printed or typed name

SEAL

My commission expires on: _____

FLOOD NOTE:

This tract is not located within the Edwards Aquifer Recharge Zone.

That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

Leon E. Hoch
Licensed Professional Engineer No. 82670

SURVEYOR'S CERTIFICATION:

Corey Joseph Hall
Registered Professional Land Surveyor 6362



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

Date _____

Road Name and 911 Addressing Approval:

Road name and address assignments verified this the ____ day of _____, 2019 A.D.

Williamson County Addressing Coordinator

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

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 Official Public Records of said County in Instrument No. _____.

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

Nancy Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

Commissioners Court - Regular Session**54.****Meeting Date:** 11/19/2019

Pancreatic & Prostate Cancers Awareness

Submitted For: Cynthia Long**Submitted By:** Tammy Smith, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on resolutions regarding Pancreatic & Prostate Cancers and recognizing the importance of awareness.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPancreatic Cancer Awareness ResolutionProstate Cancer Awareness Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tammy Smith

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:43 AM

Started On: 11/13/2019 03:52 PM

State of Texas
County of Williamson
Know all men by these presents:

That on the 19th day of November 2019 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Pancreatic Cancer is the 3rd leading cause of cancer-related death in the United States, with over 155 Americans – our family members, friends and colleagues diagnosed every single day; and

WHEREAS, Pancreatic Cancer kills more people in the U.S. each year than Breast Cancer and according to the American Cancer Society an estimated 56,700 people will be diagnosed with Pancreatic Cancer in the U.S. and approximately 45,700 will die from the disease; and

WHEREAS, there are currently no early detection tests available for Pancreatic Cancer, making early diagnosis difficult and resulting in the lowest survival rate of cancers at just 9 percent; and

WHEREAS, risk factors for developing the disease includes: family history, diet, age, chronic or hereditary pancreatitis, smoking, obesity and long-standing diabetes; and

WHEREAS, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), weight loss, jaundice, loss of appetite, nausea, changes in stools and recent-onset diabetes; and

WHEREAS, the Pancreatic Cancer Action Network urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in their efforts to raise awareness and funds of Pancreatic Cancer research to produce screening for earlier diagnosis and more effective treatments.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the month of November as “Pancreatic Cancer Awareness Month”.

RESOLVED THIS 19th Day of November 2019.

Bill Gravell, Jr., County Judge

State of Texas
County of Williamson
Know all men by these presents:

That on the 19th day of November 2019 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Prostate cancer is the 2nd leading cause of cancer-related death in the United States for men, with 13 out of 100 American men being diagnosed with it during their lifetime; and

WHEREAS, many Williamson County residents and Wilco employees are impacted by prostate cancer, having family members, friends and colleagues diagnosed with or lost their lives to this disease; and

WHEREAS, according to the Centers for Disease Control and Prevention in 2016 there were 192,443 new cases of prostate cancer and 30,370 men died in the U.S.; and

WHEREAS, all men are at risk for prostate cancer, with older men (over 50), African American men, and men with a family history having an increased risk; and

WHEREAS, the warning signs for prostate cancer are important to recognize and include: Difficulty beginning urination; weak flow and/or frequent urination; pain or blood in urine; pain in the back, hips or pelvis that does not go away; and

WHEREAS, most prostate cancers found by screening are small and slow growing and may not be fatal with approximately 81 out of 100 men surviving.

WHEREAS, it is important for men to speak to their doctors about their family history and if prostate screening tests, such as the Prostate Specific Antigen (PSA) test is recommended for their them.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court recognizes the importance of Prostate Cancer Awareness, encourages all men to get annual check-ups and to speak with their doctors about the risk of prostate cancer.

RESOLVED THIS 19th Day of November 2019.

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session**55.****Meeting Date:** 11/19/2019

GFOA Award for CAFR and PAFR

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

Information**Agenda Item**

Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Achievement in Financial Reporting for Fiscal Year 2018 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2018 from the Government Finance Officers Association.

Background

Attached are the announcements and copies of the Certificates. This is the 28th year for the Certificate of Achievement for Excellence in Financial Reporting and the 14th year for the Award for Outstanding Achievement in Popular Annual Financial Reporting.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCAFR Award 2018PAFR Award 2018

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:28 PM

Started On: 11/13/2019 12:37 PM



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

November 5, 2019

Jerri L. Jones
County Auditor
Williamson County
710 South Main Street
Suite 301
Georgetown, TX 78626

Dear Ms. Jones:

We are pleased to notify you that your 2018 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to cafrprogram@gfoa.org and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in cursive script that reads "Michele Mark Levine". The signature is written in dark ink and is positioned above the printed name and title.

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

11/05/2019

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Williamson County** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Williamson County
Texas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrell

Executive Director/CEO



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

October 30, 2019

Pamela N. Navarrette
Assistant Financial Director
Williamson County
710 South Main Street, Room 301
Georgetown, Texas 78626

Dear Ms. Navarrette:

A panel of independent reviewers has completed its examination of your Popular Annual Financial Report (PAFR) submitted to Government Finance Officers Association (GFOA). We are pleased to notify you that your PAFR for the fiscal year ended September 30, 2018, has substantially met the requirements of the PAFR Program. In the absence of authoritative standards governing the presentation, these requirements are based on an evaluation of information presented, reader appeal, understandability, distribution, and other elements (such as whether the PAFR is a notable achievement for the government given the government's type and size, and the PAFR's creativity and usefulness). The report received a weighted average score of 75.00 percent or above from three of the four highest individual reviews.

Each entity submitting a report to the PAFR Program is provided with confidential comments and suggestions for possible improvements in the subsequent year's presentation. Your comments and suggestions, as well as a "Summary of Grading" form, are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next PAFR.

Continuing participants will find a Certificate and brass medallion enclosed with these results. The brass medallion may be mounted on your ten-year plaque. First-time recipients will find a Certificate enclosed with these results and will receive a plaque in approximately 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a PAFR Award may include a reproduction of the Certificate in its immediately subsequent PAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions.

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020

www.gfoa.org

Pamela N. Navarrette
October 30, 2019
Page 2

The PAFR Award is valid for one year. To continue your participation in the program, it will be necessary for you to submit your next PAFR to GFOA within six months of the end of your entity's fiscal year. A Popular Annual Financial Reporting Award Program Application is posted on GFOA's website at www.gfoa.org.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to pafr@gfoa.org and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain a well-presented PAFR. If we can be of further assistance, please do not hesitate to contact the PAFR Program staff in the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center

Enclosures



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

October 30, 2019

For more information, contact:

Michele Mark Levine, Director/TSC

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: mlevine@gfoa.org

(Chicago, Illinois) – Government Finance Officers Association is pleased to announce that **Williamson County, Texas** has received GFOA's Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR award).

The award represents a significant achievement by the entity. In order to be eligible for the PAFR award, a government must also submit its comprehensive annual financial report (CAFR) to GFOA's Certificate of Achievement for Excellent in Financial Reporting Program and receive the CAFR award for the current fiscal year. Each eligible report is reviewed by judges who evaluate the report based on the following categories: reader appeal, understandability, distribution methods, creativity and other elements.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 20,500 members and the communities they serve.



Government Finance Officers Association

**Award for
Outstanding
Achievement in
Popular Annual
Financial Reporting**

Presented to

**Williamson County
Texas**

For its Annual
Financial Report
for the Fiscal Year Ended

September 30, 2018

Christopher P. Morrill

Executive Director/CEO

Commissioners Court - Regular Session**56.****Meeting Date:** 11/19/2019

Williamson County Benefit Committee Terms

Submitted For: Rebecca Clemons**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Williamson County Benefit Committee Terms and the reappointment of Jay Schade, Director of Technology Services and Cathy Mendoza, Chief Deputy District Clerk's new three-year term which will begin on January 1, 2020 and will expire on December 31, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Benefit Committee Terms](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 11:00 AM

Started On: 11/13/2019 05:47 PM

Williamson County Benefits Committee Member Terms

Term Non-Expiring	*County Judge
Term Non-Expiring	*Commissioner
Term Expires - December 31, 2020	John Pelczar
Term Expires - December 31, 2020	Terron Evertson
Term Expires - December 31, 2022	Dr. Lori Palazzo
Term Expires - December 31, 2022	Cathy Mendoza
Term Expires - December 31, 2022	Jay Schade - Chairman

History:

*County Judge is a permanent position on the Benefits Committee and is not included in the rotation.

BC Mtg. 9-20-2017 - *Commissioner's position term periods removed. Change member term's to (3) Years, terms to begin in January 1st Non-Expiring.

BC Agenda: 5/15/2019 Motion: Recommend Dr. Loria Palazzo to fill the vacant position formerly held by John Teel, Term to expire on 12/31/2022.

BC Mtg. 7-9-2019 Motion: Recommend John Pelczar to fill Scott Parker's position, due to his upcoming retirement and to ensure John is able to receive the required training at the upcoming Annual IFEBP Conference in October 2019.

BC Mtg. 10-4-2019 Motion: Recommend Jay Schade and Cathy Mendoza's member terms for an additional (3) years, terms to expire on 12/31/2022.

Upcoming committee member vacancies:

Commissioners Court - Regular Session**57.****Meeting Date:** 11/19/2019

DPS Interlocal Cooperation Contract

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety for Crime Laboratory Services to not exceed \$308,075.54 for FY20.

Background

This is a continuation of the contractual relationship with DPS wherein DPS has agreed to analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. DPS will assign the services of 3 full time employees to perform such analysis service. The DPS staff will be designated to work on Williamson County cases before examining evidence from other agencies as long as this contract is in place. This contract will terminate on September 30, 2020 and may be renewed on an annual basis upon written agreement of the parties.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[dps contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 11/05/2019

Reviewed By

Andrea Schiele

Date

11/05/2019 09:04 AM

Started On: 11/04/2019 11:20 AM

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES and AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

II. BACKGROUND and PURPOSE

County has a need for assistance in testing of seized drug and alcohol analysis of evidence and requests that DPS provide seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

DPS has the ability to assist in this regard and agrees to provide this seized drug and blood alcohol analysis of evidence submitted by County law enforcement.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

- A. The DPS Crime Laboratory Service will analyze seized drugs and blood alcohol evidence submitted by law enforcement agencies within County.
- B. At its discretion, DPS will assign the services of three full time equivalents (FTEs) to perform analysis in performance of this Contract. The FTEs will be DPS employees.
- C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drugs cases and ten calendar-day or less turn-around time for blood alcohol cases.
- D. The assigned DPS FTEs will work on County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place.
- E. At its discretion, DPS will assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by County will not exceed 160 cases per month (seized drugs) and 240 cases per month (blood alcohol) under this agreement.

County understands or will perform the following.

- A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions with regard to management or work of DPS personnel.
- B. County will ensure that a valid subpoena is issued to any DPS Laboratory analyst needed for court testimony with at least two weeks' prior notice when available.
- C. County will not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract.
- D. Cases submitted to DPS from County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

IV. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The one-year contract term amount will be \$308,075.54. This amount is intended to cover the actual cost of having three DPS Forensic Scientists available to County during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified.

V. PAYMENT FOR SERVICES

DPS will submit monthly invoices to County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. County will remit payment to DPS no later than 30 calendar days after County's receipt of the invoice.

VI. TERM OF CONTRACT and AMENDMENTS

This Contract is effective October 1, 2019. The Contract will terminate on September 30, 2020, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. Additionally, this Contract has three optional one-year renewal periods available. The parties may amend this Contract by mutual written agreement.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Assistant Chief, Crime Laboratory Service, 5800 Guadalupe, Austin TX 78752;
Email: brady.mills@dps.texas.gov; Phone (512) 424-7151

If to County: Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626; Phone (512) 943-1359

With a copy to: Williamson County Attorney's Office, Attn: Rudy Gonzalez, Chief Investigator, 405 MLK, Suite 229, Georgetown, Texas 78626; email: rgonzalez@wilco.org; Phone (512) 943-1171

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Williamson County

Department of Public Safety

**Bill Gravell Jr.
County Judge**

**Steven C. McCraw
Director**

Date

Date

Exhibit A					
SALARY AND BENEFITS FOR THREE POSITIONS					
					10/1/19 to 9/30/20
Forensic Scientist II salary(1 FTE-1yr)					\$55,606.44
Forensic Scientist IV salaries (2 FTE-12 yr level)					\$166,908.96
Benefits @ 29% of salary					\$64,529.47
TOTAL SALARY AND BENEFITS					\$287,044.87
Training costs					\$1,500.00
Operating and equipment expense					\$15,000.00
Administrative costs (1.5%)					\$4,530.67
Contract Total (1 year)					\$308,075.54

Commissioners Court - Regular Session**58.****Meeting Date:** 11/19/2019

ESO Contract Termimantion

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the cancellation of the subscription agreement with ESO Solution, Inc.

Background

Williamson County EMS will be utilizing a new electronic patient care reporting system in February 2020. This subscription agreement in no longer needed for the current vendor.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsNotice

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 11/04/2019

Reviewed By

Hal Hawes

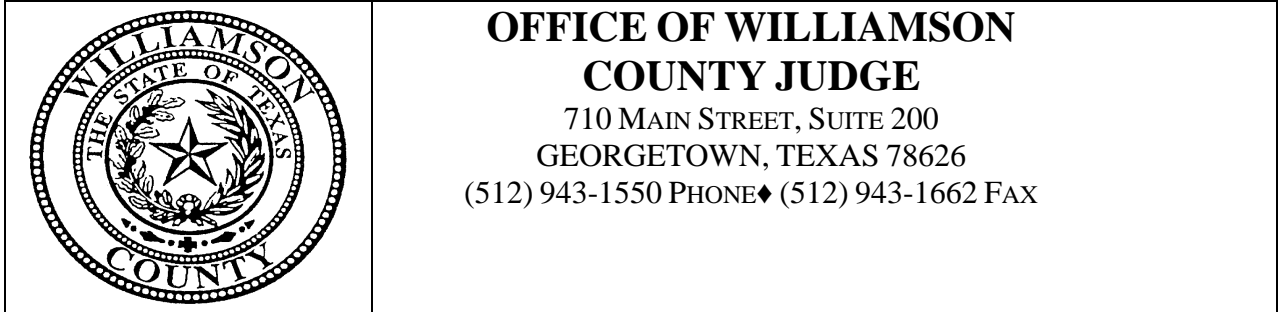
Andrea Schiele

Date

11/01/2019 09:16 AM

11/04/2019 11:07 AM

Started On: 11/01/2019 08:48 AM



November 19, 2019

Via electronic mail: allen.johnson@eso.com

ESO Solutions, Inc.

11500 Alterra Parkway, #100

Austin, Texas 78758

***In re: Notice of Contract Termination for Williamson County
(Subscription Agreement No. 052214)***

To Whom It May Concern:

As you are aware, Williamson County EMS is currently in a contract with your company as referenced above. The Williamson County Commissioners Court, as the legislative body for the county, has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, paragraph 4(c), which allows for termination, the relevant provision states as follows:

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving one hundred twenty (120) days notice thereof.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective on March 31, 2020.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. Mike Knipstein, Director, WilCo EMS

BG/me

Commissioners Court - Regular Session**59.****Meeting Date:** 11/19/2019

SAVNS/VINE Annual Maintenance Grant Contract renewal

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

Information**Agenda Item**

Discuss, consider and take appropriate action on the FY2020 Services Agreement for the Statewide Automated Victim Notification Service

Background

Victim Information and Notification Everyday (VINE) makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons.

Fiscal Impact

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

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/15/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/14/2019 04:55 PM

11/15/2019 08:18 AM

Started On: 11/13/2019 04:05 PM

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20192044900-526-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. ("Participating Entities")

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Williamson County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the “Scope of Work” or “SOW”) which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 (“Project”).

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the “Participating Entity Services”):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: “Classic VINE” and “Enhanced VINE.” Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss’s long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **“VINE Software”** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

Named Entity Participating Entities

County Jail [Yes] | District Court [Yes] | County Court [No]

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the “Intellectual Property”) in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG’s internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties (“Schedule”) which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index (“Agreed Pricing Index”) incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity’s total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor’s duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$7,542.58 per calendar quarter. (“Quarterly Fee”).

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor’s performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013 ,Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: _____ and by e-mailing Named Entity with a read receipt at _____ and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnatee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 (“Confidentiality”) shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY’S USE OF ANY DELIVERABLE

OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

13.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

To **VENDOR:** Appriss Inc.
ATTN: Client Relations, Victim Services
9901 Linn Station Road
Louisville, KY 40223

14.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.

14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. **[Intentionally left blank]**.

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Williamson County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

Appriss Inc. BY:



Signature

11/4/2019

Date

Joshua P. Bruner

Name

EVP Operations & GM Victim Services & Programs

Title

Named Entity BY:

Signature

Date

Name

Title

EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B – Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C – Vendor’s List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

Commissioners Court - Regular Session**60.****Meeting Date:** 11/19/2019

Kawasaki Loan Agreement for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Kawasaki User Relations Loan Agreement between the Williamson County Sheriff's Office and Central Texas Power Sports-Georgetown for a 11 month loan term for a Kawasaki Pro XFT LE Mule.

Background

Kawasaki has been providing this loan program to public safety agencies to be used exclusively for purposes in patrol, enforcement, rescue or education. There is no cost associated for the loan program except for the fuel and mechanical repairs. CT Power Sports do recommend the break in service at 20 hours which cost around \$618.78 which can be funded from our vehicle repair and maintenance line item. Williamson County will be responsible in providing Bodily Injury and Property Damage Liability Insurance on the Kawasaki Mule. At the end of the loan period, Williamson County has the option to re-apply for the program or purchase the Mule at a discounted "demo" price.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Kawasaki Loan Agreement](#)[Service cost estimate](#)[Kawasaki purchase price](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/15/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/14/2019 04:55 PM

11/15/2019 08:22 AM

Started On: 11/14/2019 08:38 AM



2019 KAWASAKI USER RELATIONS LOAN AGREEMENT FORM

PROGRAMS ADMINISTRATION APPROVAL REQUIRED prior to the dealer's issuance of product to requesting agency.

Loan Program (check one):

☐ JET SKI® watercraft

☒ Side x Side Vehicle

Dealer Number _____ Dealership _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Email or Fax Number _____

Borrowing Agency Information:

Borrowing Agency WILKINSON COUNTY SHERIFF'S OFFICE
Address 508 S. ROCK ST. City GEORGETOWN State TX Zip 78628
Telephone Number 5128648282 Fax Number 5129431393 Email: gkennedy@wilco.org

DEALER AGREES:

- to provide, at no cost to the Borrowing Agency ("Borrower"), for the borrower's exclusive use, Kawasaki Vehicle(s) for the period specified herein;
- to prepare and service such Kawasaki Vehicle(s) in accordance with manufacturer's specifications prior to delivery to requesting agency;
- to provide basic maintenance under normal conditions of wear on the Kawasaki Vehicle(s) during the loan period at no cost to the borrower unless otherwise specified.

BORROWING AGENCY AGREES:

- that the Kawasaki Vehicle(s) will be used exclusively for purposes directly related to the agency's mission or role in patrol, enforcement, rescue, or education;
- that the Kawasaki Vehicle(s) will be used exclusively by persons who have received instruction in the proper operation of the Kawasaki Vehicle(s);
- to assure performance of normal and necessary "owner" maintenance, as described in the Owner's Manual for the Kawasaki Vehicle(s), unless such maintenance is, by agreement of dealer, to be performed by dealer;
- to exercise appropriate care to protect the Kawasaki Vehicle(s) from damage or deterioration;
- to pay for repair of damage or deterioration which exceeds normal wear and tear;
- to return the Kawasaki Vehicle(s) to the dealer promptly at the end of the loan period;
- to provide and maintain at its own expense Bodily Injury and Property Damage Liability Insurance covering the use of the Kawasaki Vehicle(s) during the time the vehicle is in the possession of the Borrower, and to submit a Certificate of Insurance to Dealer and Kawasaki within ten (10) business days from receipt of the Kawasaki Vehicle(s);
- to release, hold harmless and indemnify the Dealer, Kawasaki Motors Corp., U.S.A. ("KMC") and all affiliated companies from and against any and all liability by any party, including attorney's fees and expenses, arising out of the use or operation of the loaned Kawasaki Vehicle(s).

NOTE: To ensure that the loan period is not interrupted or canceled, the detailed Letter of Intent from the Borrower on agency's official letterhead, and proof of insurance are required.

VEHICLE PROVIDED: Please fill in complete VIN/HIN for each unit in dealer inventory; OR Initial here _____ if you want to order unit(s) from KMC (if available) then list the model year and complete model number below.				FOR KMC OFFICE USE ONLY:				
				Status Reviewed By:			Date:	
Seq Nbr	Model Year	MODEL	PLEASE LIST ENTER VIN/HIN FOR EACH UNIT	Y E S	N O	NEW INVOICE NUMBER / DATE	KMFC Flooring Payment Due Date	Check If Completed:
1								Letter Of Intent received
2								Proof of insurance received
3								Authorized to release unit(s).
4								Program Code:
Check here for intended vessel/vehicle usage: <input type="radio"/> Lifesaving <input type="radio"/> Search and Rescue <input type="radio"/> Other (List): <input type="radio"/> Law Enforcement <input type="radio"/> Education								
LOAN PERIOD: (Min: 3 Months/ 90 days; Max: 11 Months/335 days)		Start Date of Loan Period:		End Date of Loan Period:				

This agreement shall take effect when signed by authorized representatives of the dealer and the borrower.

The undersigned is authorized to execute this agreement on behalf of the Borrower.

DEALER SIGNATURE	NAME & TITLE (PLEASE PRINT)	DATE:
BORROWING AGENCY SIGNATURE	NAME & TITLE (PLEASE PRINT)	DATE:

For complete program details and guidelines, see Sales Bulletin 19-06 ALL dated March 28, 2019
Questions? CALL (949) 770-0400 Extension #2716 to reach Kawasaki Programs Administration

DEALER: Mail, FAX (949-460-5586) or email (ProgramsAdmin@kmc-usa.com) all required documents to KMC.

March 28, 2019

Kawasaki Motors Corp., U.S.A. • ATTN: Programs Administration • P.O. Box 25252 • Santa Ana • CA 92799-5252



Tim Ryle
Chief Deputy

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

Roy Fikac
Asst Chief Deputy- Law Enforcement

Randolph Doyer
Asst Chief Deputy - Corrections

Mr. Ethan Williams,

Thank you for the time and information regarding your Law Loan program. The Williamson County Sheriff's Office will use the side by side vehicle for numerous functions, including, but not limited to:

1. Search and Rescue of missing children, elderly, other individuals
2. Demo's at community events i.e. National Night Out, Haunted Jail, Brown Santa, etc
3. Transportation at large or extended crime scenes for personnel
4. Park and Lake patrols
5. Parades
6. Any other event or call that would benefit the community of Williamson County

Thank you for your support of law enforcement and Williamson County.

Very Respectfully,

Lt. Grayson Kennedy
Williamson County Sheriff's Office
Georgetown, Tx



TEXAS LIABILITY INSURANCE CARD

Insurance Company
TEXAS PUBLIC ENTITY GROUP
800-238-6225

Name and Address of Insured
WILLIAMSON COUNTY

Policy Number
H-810-8N138384-TIL-19

Effective Date
10-01-19

Expiration Date
10-01-20

100 WILCO WAY STE HR101
GEORGETOWN TX 78626

Agent
LEE INSURANCE AGENCY INC
(281)812-8400

Year Vehicle Make/Model
ALL OWNED OR LEASED VEHICLES

VIN

This policy provides at least the minimum amount of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

CAIDTX Rev. 12-06



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CAIDTX Rev. 12-06



TARJETA DE SEGURO RESPONSABILIDAD DE TEXAS

Compañía de Seguro
TEXAS PUBLIC ENTITY GROUP
800-238-6225

Nombre y Dirección del Asegurado
WILLIAMSON COUNTY

Número de Póliza
H-810-8N138384-TIL-19

Fecha Efectiva
10-01-19

Fecha de Expiración
10-01-20

100 WILCO WAY STE HR101
GEORGETOWN TX 78626

Agente:
LEE INSURANCE AGENCY INC
(281)812-8400

Año Marca de Vehículo/Modelo
ALL OWNED OR LEASED VEHICLES

VIN

Esta póliza provee por lo menos la cantidad mínima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehículo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehículos según provisto en la póliza de seguro.

CAIDTX Rev. 12-06



TARJETA DE SEGURO RESPONSABILIDAD DE TEXAS

Compañía de Seguro
TEXAS PUBLIC ENTITY GROUP
800-238-6225

Nombre y Dirección del Asegurado
WILLIAMSON COUNTY

Número de Póliza
H-810-8N138384-TIL-19

Fecha Efectiva
10-01-19

Fecha de Expiración
10-01-20

100 WILCO WAY STE HR101
GEORGETOWN TX 78626

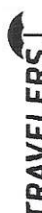
Agente:
LEE INSURANCE AGENCY INC
(281)812-8400

Año Marca de Vehículo/Modelo
ALL OWNED OR LEASED VEHICLES

VIN

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CAIDTX Rev. 12-06



TEXAS LIABILITY INSURANCE CARD

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- Motor vehicle registration
- Driver's license
- Motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

IN CASE OF AN ACCIDENT

Call Travelers immediately.

1-800-238-6225

24 HOUR CLAIM REPORTING SERVICE

CAIDTX (Back)

TEXAS LIABILITY INSURANCE CARD

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

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CAIDTX (Back)

TARJETA DE SEGURO DE RESPONSABILIDAD DE TEXAS

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- Registro de vehículo de motor
- Licencia para conducir
- Etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todo los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

EN CASO DE UN ACCIDENTE

Téléphono Travelers inmediatamente.

1-800-238-6225

24 HORA SERVICIO PARA RECLAMAR

CAIDTX (Back)

TARJETA DE SEGURO DE RESPONSABILIDAD DE TEXAS

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

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EN CASO DE UN ACCIDENTE

Téléphono Travelers inmediatamente.

1-800-238-6225

24 HORA SERVICIO PARA RECLAMAR

CAIDTX (Back)

Signature: _____

Detail

Unit

2019 KAWASAKI KAF820CKF Mule PRO-FXT
EPS LE

Color:FIRE RED

Keyboard:21HRS

VIN/Serial No:JKBAFSC1XKB513885

Plate:

Odom/Hrs In:60

Out:60

**** 20HR SERVICE ** PRO-FXT ***LOANER PROGRAM****

Description: INSPECT IDEL SPEED
 INSPECT SPARK PLUG CLEAN AND GAP
 INSPECT AIR CLEANER / REPLACE IF NEEDED
 VALVE CLEARANCE INSPECTION
 R&R OIL AND FILTER
 R&R FRONT FINAL GEAR CASE OIL
 R&R TRANSMISSION OIL
 LUBE CVT COUPLER SPLINES
 RADIATOR CLEAN
 INSPECT PARKING BRAKE
 ADJUST DOOR HANDLES
 GREASE ALL GREASE POINTS

Resolution:dpt x

Parts

Part #	Qty	Description	Price	Discount	Total
11061-0953	1.00	GASKET,HEAD COVER	\$24.99	\$0.00	\$24.99
11013-1290	1.00	ELEMENT-AIR FILTER	\$24.99	\$0.00	\$24.99
11061-0962	1.00	GASKET,DRAIN	\$1.99	\$0.00	\$1.99
BULK OIL	3.00	10-40 / 20-50 DRUM OIL	\$5.99	\$0.00	\$17.97
16097-0010	1.00	FILTER-ASSY-OIL	\$7.99	\$0.00	\$7.99
X43901	3.00	HYPOID GEAR LUBE PREMIUM	\$11.95	\$0.00	\$35.85

Parts Subtotal \$113.78

Labor

Description	Technician	Total
20 HR SERVICE	CARL CARLSEN	\$480.00

Labor Subtotal \$480.00

Job Subtotal \$593.78

All Jobs Subtotal: **\$593.78**

Shop Supplies: **\$25.00**

Tax: **\$0.00**

Total: **\$618.78**

Less Deposits: **\$0.00**

VISA/MASTERCARD: **(\$618.78)**

Total Due: **\$0.00**

RIDENOW GEORGETOWN

2534 NORTH AUSTIN AVE

GEORGETOWN TX 78626

512-948-9922

Buyer's Order

Date

Deal No.

Salesperson ETHAN S WILLIAMS

Lienholder NONE

H

W

C

Email

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2020	KAWASAKI	KAF820CLF	JKBAFSC11LB515638	515638	\$16,199.00

Options:

Dealer Unit Price	\$16,199.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$897.63
Dealer Prep	\$688.50
Vehicle Invent Tax	\$33.97

Notes:

Cash Price	\$17,819.10
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$17,819.10
Sales Tax	\$0.00
Title/License/Registration Fees	\$33.00
Document or Administration Fees	\$125.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Trade Information

Total Other Charges	\$158.00
Sub Total (Net Sale + Other Charges)	\$17,977.10
Cash Down Payment	\$0.00

Amount to Pay/Finance \$17,977.10

Monthly Payment of \$299.62 For 60 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

Commissioners Court - Regular Session**61.****Meeting Date:** 11/19/2019

FY20 Capital Improvement Program

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the projects and budgets for 2020 Capital Improvement Program and the 2015 Certificate of Obligation.

Background

The FY 2020 General Fund Budget includes funding of \$9,800,000 for the Capital Improvement Plan from a combination of cash ending and levy. Remaining balances from FY20 CIP projects total \$3,356,247.59 and 2015 Certificate of Obligation unallocated total \$1,000,000. The 2015 CO has a covenant that only allows for the monies to be used on construction, improving, renovating, purchasing any necessary land and equipping County buildings and facilities.

Attachments include the CIP Request List and the Financial Reports that provide the details for the CIP Program and 2015 Certificate of Obligation to facilitate a discussion.

Fiscal Impact

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

Attachments[Financial Reports](#)[CIP Request List](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 11:30 AM

Started On: 11/14/2019 10:34 AM

Summary of Cash End Projects as of October 31, 2019								
Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
2017 CIP								
P411	JAIL PLUMBING	\$ 3,252,054.00	\$ 3,457,670.20	\$ 3,252,744.00	\$ 204,926.20	\$ 3,457,670.20	\$ -	
P468	NICE EQUIPMENT UPGRADE	\$ 167,384.37	\$ 191,706.17	\$ 167,384.37	\$ 24,321.80	\$ 191,706.17	\$ -	
P510	SoftCode - Constables' Offices	\$ 210,164.18	\$ 251,445.32	\$ 210,164.18	\$ 41,281.14	\$ 251,445.32	\$ -	
P512	M11 Ambulance Station	\$ 15,536.50	\$ 100,000.00	\$ 15,536.50	\$ 15,463.50	\$ 31,000.00	\$ 69,000.00	
P513	Hutto Ambulance Station	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00	
P514	Granger CTTC Shower Remodel	\$ 23,033.02	\$ 250,000.00	\$ 23,033.02	\$ 226,966.98	\$ 250,000.00	\$ -	
P515	Justice Center - Court Room	\$ 64,246.62	\$ 390,018.27	\$ 64,246.62	\$ 265,753.38	\$ 330,000.00	\$ 60,018.27	
2018 CIP								
P469	Justice Center Expansion	\$ 201,403.11	\$ 650,000.00	\$ 201,403.11	\$ 29,443.43	\$ 230,846.54	\$ 419,153.46	
P471	FLORENCE TOWER SITE	\$ 1,759,434.71	\$ 2,200,000.00	\$ 1,759,434.71	\$ 241,224.57	\$ 2,000,659.28	\$ 199,340.72	
P473	Public Safety Vehicle/Body Cams	\$ 1,184,835.92	\$ 1,190,127.54	\$ 1,188,780.74	\$ 1,346.80	\$ 1,190,127.54	\$ -	
P474	Expo Horse Stall Barn	\$ 364,361.16	\$ 1,568,500.00	\$ 361,361.16	\$ 133,321.84	\$ 494,683.00	\$ 1,073,817.00	
P475	Expo Concession & Restrooms	\$ -	\$ 819,000.00	\$ -	\$ 78,734.00	\$ 78,734.00	\$ 740,266.00	
P476	Jail Security	\$ -	\$ 400,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 380,000.00	
P509	ESOC Training Room Remodel	\$ 741,054.61	\$ 750,000.00	\$ 741,054.61	\$ -	\$ 741,054.61	\$ 8,945.39	
P510	SoftCode - Constables' Offices	\$ -	\$ 9,872.46	\$ -	\$ 9,872.46	\$ 9,872.46	\$ -	
P515	Justice Center - Court Room	\$ -	\$ 909,981.73	\$ -	\$ -	\$ -	\$ 909,981.73	
P518	SOTC Range Wall Replacement	\$ 7,689.50	\$ 23,523.26	\$ 7,689.50	\$ 13,310.50	\$ 21,000.00	\$ 2,523.26	
2019 CIP								
P324	North Campus Improvements	\$ 139,613.46	\$ 300,000.00	\$ 139,613.46	\$ 160,386.54	\$ 300,000.00	\$ -	
P411	JAIL PLUMBING	\$ -	\$ 457,155.73	\$ -	\$ 274,720.93	\$ 274,720.93	\$ 182,434.80	
P432	Jail Master Plan	\$ -	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -	
P433	Historic Court House Boiler	\$ 126,022.00	\$ 250,000.00	\$ 126,022.00	\$ 123,978.00	\$ 250,000.00	\$ -	
P508	SO - Lott Building Remodel	\$ -	\$ 14,334.27	\$ -	\$ -	\$ -	\$ 14,334.27	
P514	Granger CTTC Shower Remodel	\$ -	\$ 250,000.00	\$ -	\$ 248,428.40	\$ 248,428.40	\$ 1,571.60	
P516	Pct 4 Hutto Office Finish Out	\$ 41,074.00	\$ 361,000.00	\$ 41,074.00	\$ -	\$ 41,074.00	\$ 319,926.00	
P518	SOTC Range Wall Replacement	\$ -	\$ 321,476.74	\$ -	\$ -	\$ -	\$ 321,476.74	
P519	JJC - Smith Branch Mitigation	\$ 115,393.15	\$ 5,000,000.00	\$ 115,393.15	\$ 486,829.60	\$ 602,222.75	\$ 4,397,777.25	
P520	Audio/Visual Updates CO Crt	\$ 573,460.10	\$ 650,000.00	\$ 573,460.01	\$ 19,425.98	\$ 592,885.99	\$ 57,114.01	
P521	Audio/Visual Updates Dist Crt	\$ 571,038.27	\$ 650,000.00	\$ 572,933.27	\$ 1,895.00	\$ 574,828.27	\$ 75,171.73	
P523	JP4 Technology Upgrade	\$ 360,808.65	\$ 500,000.00	\$ 360,808.65	\$ 112,420.35	\$ 473,229.00	\$ 26,771.00	
P524	Parking Garage Assessment	\$ 147.39	\$ 50,000.00	\$ 147.39	\$ -	\$ 147.39	\$ 49,852.61	
P526	Jail Boiler	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 750,000.00	
P529	Prime Site #2	\$ -	\$ 1,306,247.59	\$ -	\$ -	\$ -	\$ 1,306,247.59	
	Justice Center Remodel	\$ -	\$ 2,250,000.00	\$ -	\$ -	\$ -	\$ 2,250,000.00	
2020 CIP								
P529	Prime Site #2	\$ -	\$ 943,752.41	\$ -	\$ -	\$ -	\$ 943,752.41	
P530	Children's Advocacy Center	\$ -	\$ 5,500,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00	
		\$ 9,918,754.72	\$ 33,140,811.69	\$ 9,922,284.45	\$ 2,859,051.40	\$ 12,781,335.85	\$ 20,359,475.84	

2015 CO as of October 31, 2019								
Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
P322	RR Building/WCHD/355 Tx Ave	\$ 4,000,000.00	\$ 4,000,000.00	\$ 3,775,617.15	\$ 32,581.62	\$ 3,808,198.77	\$ 191,801.23	
P323	SO Training Building	\$ 9,220,000.00	\$ 9,220,000.00	\$ 8,692,302.07	\$ 22,669.36	\$ 8,714,971.43	\$ 505,028.57	
P324	North Campus Improvements	\$ 24,866,688.00	\$ 24,866,688.00	\$ 22,987,186.86	\$ 1,419,706.07	\$ 24,406,892.93	\$ 459,795.07	
P325	Georgetown Annex Building	\$ 17,276,320.67	\$ 17,276,320.67	\$ 17,251,464.42	\$ 9,761.61	\$ 17,261,226.03	\$ 15,094.64	
P356	2015 CO NON-DEPARTMENTAL	\$ 1,730,711.15	\$ 1,730,711.15	\$ 678,168.35	\$ -	\$ 678,168.35	\$ 1,052,542.80	Unallocated
P431	JP 4 Repairs and Modifications	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -	\$ -	\$ 650,000.00	
P434	Inner Loop Annex Modifications	\$ 4,300,000.00	\$ 4,300,000.00	\$ 252,259.89	\$ 263,203.27	\$ 515,463.16	\$ 3,784,536.84	
P435	Animal Shelter Expansion Ph I	\$ 3,043,142.00	\$ 3,043,142.00	\$ 2,047,704.20	\$ 928,108.88	\$ 2,975,813.08	\$ 67,328.92	
P470	SO Gun Range Ammo Building	\$ 150,000.00	\$ 150,000.00	\$ 42,967.00	\$ 35,493.00	\$ 78,460.00	\$ 71,540.00	
P525	ESOC - Chiller	\$ 130,000.00	\$ 130,000.00	\$ -	\$ 130,000.00	\$ 130,000.00	\$ -	
P527	Jester Annex Ambulance Bay	\$ 175,000.00	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 175,000.00	
P528	JJC - Restroom/Water Fountain	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00	
<i>Closed Projects</i>								
P436	Granger Simulcast Upgrade	\$ 1,900,000.00	\$ 1,900,000.00	\$ 1,900,000.00	\$ -	\$ 1,900,000.00	\$ -	
				<u>\$ 57,627,669.94</u>	<u>\$ 2,841,523.81</u>	<u>\$ 60,469,193.75</u>	<u>\$ 7,172,668.07</u>	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019	9/17/2019	9/24/2019
EMERGENCY SERVICES				\$ 9,739,074	\$ 130,000	\$ -	\$ 2,250,000
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)	\$ 1,250,000			
0140	0583-15-0140	2015	Prime Site #2 / Create redundant backup to Prime #1	\$ 2,448,000			\$ 2,250,000
0191	0581-20-0191	2020	9-1-1 Training and Education Expansion Project	\$ 1,911,074			
0192	0587-20-0192	2021	ESOC - Dynamic System Resilience (Motorola) / New Wilco Building or ESOC Expansion	\$ 4,000,000			
		2020	ESOC - Replace (1) Chiller	\$ 130,000	\$ 130,000		
INFORMATION TECHNOLOGY SERVICES				\$ 5,000,000	\$ -	\$ -	\$ -
0220	0503-19-0220	2025	ERP Purchase/Upgrade	\$ 5,000,000			
PARKS				\$ 4,340,000	\$ -	\$ -	\$ -
<i>Items included in Park Bond to be voted November 2019:</i>							
0345	0510-17-0345	2017	Berry Springs Maintenance Yard & Building	\$ 400,000			
0350	0510-17-0350	2017	Berry Springs Waterless Restroom for Trail (2 units \$135k)	\$ 270,000			
0365	0510-17-0365	2017	SW WCRP Waterless Restroom for Trail (2 units \$135k)	\$ 270,000			
0312	1047-16-0312	2016	EXPO - Covered Arena Widening Project	\$ 200,000			
0377	1047-18-0377	2018	EXPO - Wind Block Hanger Style Doors	\$ 1,000,000			
0383	1047-19-0383	2019	EXPO - Maintenance Building	\$ 400,000			
0340	0510-17-0340	2017	Berry Springs - Heritage / Visitor Center	\$ 800,000			
0385	0560-20-0385	2020	SO - Park Patrol Headquarters Bldg in River Ranch	\$ 400,000			
0382	1047-18-0382	2018	EXPO - Electronic Events Sign	\$ 200,000			
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail	\$ 400,000			
FLEET				\$ 2,700,000	\$ -	\$ -	\$ -
4011	1026-19-4011	2019	Fleet Parts Room expansion	\$ 400,000			
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	\$ 2,300,000			
BUILDINGS				\$ 57,650,000	\$ -	\$ -	\$ 5,500,000
0485	0509-18-0485	2018	New Space - New Administration Building	\$ 30,000,000			
4016	0509-19-4016	2019	New Space - County Records Building	\$ 5,000,000			
4087	1006-20-4087	2020	New Space - WCCHD Round Rock Texas Ave Annex Building: 25,000sqft New Building	\$ 7,500,000			
4088	1064-20-4088	2020	New Space & Remodel - Children's Advocacy Center: 12,000sqft New Building	\$ 5,500,000			\$ 5,500,000
0435	1051-15-0435	2015	Remodel - Carquest space - County owned bldg. into offices and large meeting room	\$ 600,000			
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: Remodel to bring up to standards	\$ 2,525,000			
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standards	\$ 2,525,000			
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies	\$ 1,000,000			
0412	1032-15-0412	2024	Remodel - Pct. 2 Cedar Park Annex 2-Story addition on back	\$ 3,000,000			
SHERIFF'S OFFICE / CORRECTIONS				\$ 20,615,942	\$ 750,000	\$ -	\$ -

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019	9/17/2019	9/24/2019
			SO/Jail MasterPlan currently in review:				
0459	1008-18-0459	2018	SO - Secure HQ parking with new gates / window screens	\$ 500,000			
0475	1008-18-0475	2018	SO - Gym - Improve Air Quality	\$ 300,000			
4024	1008-19-4024	2019	SO - East Side Parking Lot Expansion	\$ 500,000			
4030	1008-19-4030	2019	SO - Front Reception Windows - Data	\$ 65,000			
4031	1008-19-4031	2019	SO - Front Reception Windows - Warrants	\$ 65,000			
4080	0560-20-4080	2020	SO - Upgrade Evidence Intake Room	\$ 65,000			
0449	1008-18-0449	2018	Jail - Jail Privacy Wall to Separate Booking Area	\$ 55,000			
0455	1008-18-0455	2018	Jail - Jail Headquarters Expansion (where handicap parking is) - more space (Design)	\$ 500,000			
4033	1008-19-4033	2019	Jail - Jail Design and Construction - fourth floor buildout	\$ 12,000,000			
4082	1008-20-4082	2020	Jail - Covering Recreational Yards	\$ 250,000			
0471	0560-18-0471	2018	SOTC - Training Center Perimeter Wall and Fence	\$ 375,000			
0468	0560-18-0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training	\$ 1,500,000			
4025	0560-19-4025	2019	SOTC - Bullet Trap	\$ 131,000			
4014	0560-19-4014	2019	SOTC - Obstacle Course at SOTC by landfill	\$ 130,000			
4023	0560-19-4023	2019	SOTC - Shoot House	\$ 900,000			
4019	1008-19-4019	2019	Jail - Parking Garage Repair - \$50k Assessment approved FY19 - RFQ in process	\$ 600,000			
4081	1008-20-4081	2020	Jail - Water Softener (needs to be replaced with Hot Water System)	\$ 500,000	\$ 750,000		
4083	1008-20-4083	2020	Jail - Hot Water System (needs to be replaced to include Water Softener)	\$ 400,000			
4084	1008-20-4084	2020	Jail - Replace Flooring	\$ 379,942			
4085	1008-20-4085	2020	Jail - Security Camera Addition and Upgrade	\$ 400,000			
4086	1008-20-4086	2020	Jail - Add Additional Elevator - North Side	\$ 500,000			
4090	1008-20-4090	2020	Jail - Remodel for PreTrial Services	\$ 500,000			
JUSTICE CENTER				\$ 5,769,112	\$ -	\$ -	\$ -
4044	1009-16-4044	2016	Justice Center - Employee Breakroom Addition 1st Floor	\$ 150,000			
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts	\$ 3,700,000			
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices	\$ 850,000			
			Justice Center - Security Assessment:				
4089	1009-20-4089	2020	Justice Center - Body Scanners (\$300k ea.)	\$ 900,000			
4078	1009-20-4078	2020	Justice Center - S.O. Security Improvements: Glass Turnstiles	\$ 96,898			
4079	1009-20-4079	2020	Justice Center - S.O. Command Center	\$ 72,215			
JUVENILE JUSTICE CENTER				\$ 92,250,000	\$ -	\$ -	\$ 200,000
0425	1045-15-0425	2015	Juvenile Justice Center - Restroom facilities & Water Fountain on Obstacle Course/Marching field	\$ 250,000			\$ 200,000
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity (include HVAC system \$1M)	\$ 60,000,000			
4008	1045-19-4008	2019	Juvenile Justice Center - Additional Residential Capacity	\$ 18,000,000			
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court	\$ 14,000,000			

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019	9/17/2019	9/24/2019
EXISTING PROJECTS / UNFUNDED COMPONENTS				\$ 588,254	\$ -	\$ 413,254	\$ 175,000
0110	1066-15-0110	2020	M11 Round Rock Ambulance Station - Additional Bay shortage based on design analysis	\$ 175,000			\$ 175,000
		2020	River Ranch projected shortfall for the Interpretive Center project	\$ 413,254		\$ 413,254	
TOTAL COUNT 61				\$ 198,652,382	\$ 880,000	\$ 413,254	\$ 8,125,000

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 24, 2019

Available Funds to Allocate

\$ 13,156,247.59 \$ 12,276,247.59 \$ 11,862,993.59

Remaining Balance

\$ 12,276,247.59 \$ 11,862,993.59 \$ 3,737,993.59

Commissioners Court - Regular Session**62.****Meeting Date:** 11/19/2019

Transportation Corridor Budgets

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving to allocate \$12.0 million (\$7.0 from the General Fund budget and \$5.0 million from the Road & Bridge budget) for the Transportation Corridor Program to LTP ROW (P457) of \$3 million, Corridor C/SH29 Bypass (P459) of \$2 million, Corridor F/US183 (P461) of \$2.0 million, Corridor H/Sam Bass Road (P462) of \$3 million and Southeast Corridor (P463) of \$2.0 million.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLTP

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:36 AM

Started On: 11/14/2019 10:32 AM

Memo

To: Emmeline Hawkins, Williamson County Auditor's Office

Cc: Julie Kiley, Williamson County Auditor's Office

From: Michael J. Weaver

Date: November 13, 2019

Re: FY 2020 Transportation Corridor Budgets

Based on Commissioners Court action to fund a total of \$12.0 million for the Transportation Corridor Program (\$7.0 from the General Fund budget and \$5.0 million from the Road & Bridge budget), please find summarized below the FY20 allocation to the five (5) corridors and the ROW preservation program.

Commissioners Court General Fund:

• P461 Corridor F/US183	\$2,000,000.00
• P462 Corridor H/Sam Bass Road	\$3,000,000.00
• P463 Southeast Loop/E1	<u>\$2,000,000.00</u>
Subtotal	\$7,000,000.00

Road & Bridge

• P457 LTP ROW	\$3,000,000.00
• P459 Corridor C/SH 29 Bypass	<u>\$2,000,000.00</u>
Subtotal	\$5,000,000.00

If you have any questions please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Charlie Crossfield, Sheets & Crossfield, LP
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session**63.****Meeting Date:** 11/19/2019

Budget Amendment for Veteran Services Donation Monies to Current Year Budget

Submitted By: Pam Navarrette, 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 for unspent 2019 donation dollars for Veteran Services.

Background

Veteran Services received donations throughout the 2019 fiscal year. At the end of Fiscal Year 2019, \$1,855.18 remained in unspent donation dollars. This amendment is to appropriate those 2019 donation dollars to be spent in 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	\$1,855.38

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:05 PM

Started On: 11/12/2019 11:08 AM

Commissioners Court - Regular Session**64.****Meeting Date:** 11/19/2019

Budget Amendment for State Law Enforcement Training

Submitted By: Pam Navarrette, 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 for various departments.

Background

This budget amendment is to move unspent State Law Enforcement Training dollars to Fiscal Year 2020 Budget. State training dollars are not rolled into the General Fund at the year end until the books are closed. Any unspent dollars are rolled forward from year to year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA/State Law Enforc Training	\$294.08
	0100.0475.004229	CA/State Law Enforc Training	\$3,812.28
	0100.0551.004229	Const 1/St Law Enforc Training	\$4,448.04
	0100.0552.004229	Const 2/St Law Enforc Training	\$3,628.27
	0100.0553.004229	Const 3/St Law Enforc Training	\$9,803.05
	0100.0554.004229	Const 4/St Law Enforc Training	\$3,071.38
	0100.0560.004229	SO/St Law Enforc Training	\$32,739.57
	0100.0570.004229	Jail/St Law Enforc Training	\$7,413.56

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:07 PM

Started On: 11/12/2019 11:14 AM

Commissioners Court - Regular Session**65.****Meeting Date:** 11/19/2019

Budget Amendment for Sheriff's Office Donations

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment for unspent 2019 donation dollars for the Sheriff's Office donations.

Background

The Sheriff's Office received donations for Victim's Assistance and other donations throughout the fiscal year. At the end of the Fiscal Year 2019, Victim Assistance has \$466.45 of unspent donation dollars and other donations has \$38.55 of unspent donation dollars. This amendment is to appropriate those 2019 donations to be spent in 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$38.55
	0100.0560.003671	Use of V.A. Donations	\$466.45

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:09 PM

Started On: 11/12/2019 11:35 AM

Commissioners Court - Regular Session**66.****Meeting Date:** 11/19/2019

Budget Amendment for Park's Office Donation

Submitted By: Pam Navarrette, 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 for unspent 2019 donation dollars for the Parks Department.

Background

The Park's Department received donations throughout the year. At the end of Fiscal Year 2019, \$6,361.79 remained in unspent donation dollars. This amendment is to appropriate those 2019 donations to be spent in 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$6,361.79

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:14 PM

Started On: 11/12/2019 11:54 AM

Commissioners Court - Regular Session**67.****Meeting Date:** 11/19/2019

GISD Residential Monies Move to FY20

Submitted By: Pam Navarrette, 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 for Juvenile Services.

Background

This budget amendment is to move unspent GISD Residential Service dollars into the Fiscal Year 2020 budget. Unspent GISD Residential services are to be used only for residential services. The monies are carried forward until spent.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	\$33,325.80

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:16 PM

Started On: 11/12/2019 11:59 AM

Commissioners Court - Regular Session**68.****Meeting Date:** 11/19/2019

Budget Amendment for EMS Donations

Submitted By: Pam Navarrette, 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 for unspent 2019 donation dollars for EMS.

Background

EMS received donations throughout the fiscal year. At the end of the Fiscal Year 2019, \$25.00 remained in unspent donation dollars. This amendment is to appropriate those 2019 donations to be spent in 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$25.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:17 PM

Started On: 11/12/2019 12:18 PM

Commissioners Court - Regular Session**69.****Meeting Date:** 11/19/2019

JP 2 Budget Amendment on FY19 Unspent Donation

Submitted By: Pam Navarrette, 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 for unspent 2019 donation dollars for the Justice of the Peace Precinct #2.

Background

At the end of the Fiscal Year 2019, \$23.50 remained in unspent donation dollars. This amendment is to appropriate those 2019 donations to be spent in 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	\$23.50

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:25 PM

Started On: 11/13/2019 10:04 AM

Commissioners Court - Regular Session**70.****Meeting Date:** 11/19/2019

2020 Animal Shelter Donations Budget 11.19.19

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 the Fiscal Year 2020 Animal Shelter Donation Fund Budget.

Background

The budget is based on unspent Fiscal Year 2019 donations. Total unspent donations for Fiscal Year 2019 is \$665,491.06.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFY 20 Animal Shelter Donation Budget

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:58 AM

Started On: 11/13/2019 08:09 PM

WILLIAMSON COUNTY
ANIMAL SHELTER DONATION FUND
FISCAL YEAR 2020 EXPENDITURE BUDGET
FUND 546 DEPARTMENT 546

Object	Amount	
000777 TRANSFER TO CAPITAL PROJECT FUND	288,000.00	Use of Special Project and Capital Expansion Donations for Outdoor Kennels
001100 F/T SALARIES	75,899.96	Animal Shelter Staff
001109 CELL PHONE STIPEND	177.96	
001130 MERIT	5,215.86	
002010 FICA	6,218.97	
002020 RETIREMENT	11,811.99	
002030 INSURANCE	14,327.71	
002050 WORKER'S COMP	2,363.60	
003001 SMALL EQUIPMENT & TOOLS < \$5,000	135.42	Use of Kuranda Beds Donations
003510 PURCHASES FOR RESALE	8,392.23	Use of Sales from Pet Care Products
003670 USE OF DONATIONS	22,823.03	Use of General Donations
004100 PROFESSIONAL SERVICES	82,702.63	Use of Jane's Fund Donations
004109 SPECIAL NEEDS	12,263.09	Use of Special Project Donations
004232 TRAINING	10,178.19	Use of S.I.T. Team Donations
004509 FACILITY ENHANCEMENTS	3,525.74	Use of Play Yards Donations
004975 ANIMAL MEDICAL CARE	21,818.56	Use of Heart Worm Fund Donations
004999 MISCELLANEOUS	18,000.00	Use of Capital Expansion Donations
005003 EQUIPMENT > \$5,000	81,636.12	
TOTAL	665,491.06	

Commissioners Court - Regular Session**71.****Meeting Date:** 11/19/2019

Presentation Regarding Counties Debt Financing Plan

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the County's debt financing plan.

Background

Dan Wegmiller, Financial Advisor of Specialized Public Finance, will be here to provide the Commissioners Court with a timeline regarding a possible upcoming Bond Sale for Roads and Parks.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 11/13/2019

Reviewed By

Andrea Schiele

Date

11/13/2019 01:32 PM

Started On: 11/13/2019 12:45 PM

Commissioners Court - Regular Session**72.****Meeting Date:** 11/19/2019

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: 10/28/2019

Reviewed By

Andrea Schiele

Date

10/28/2019 08:44 AM

Started On: 10/25/2019 04:49 PM

Commissioners Court - Regular Session**73.****Meeting Date:** 11/19/2019

Road Bond Construction Summary Report

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

Information**Agenda Item**

Receive and acknowledge the November 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsNovember 2019 Construction Summary ReportNovember 2019 PowerPoint Presentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 11:54 AM

Started On: 11/13/2019 11:31 AM



ROAD BOND PROGRAM

Construction Summary Report

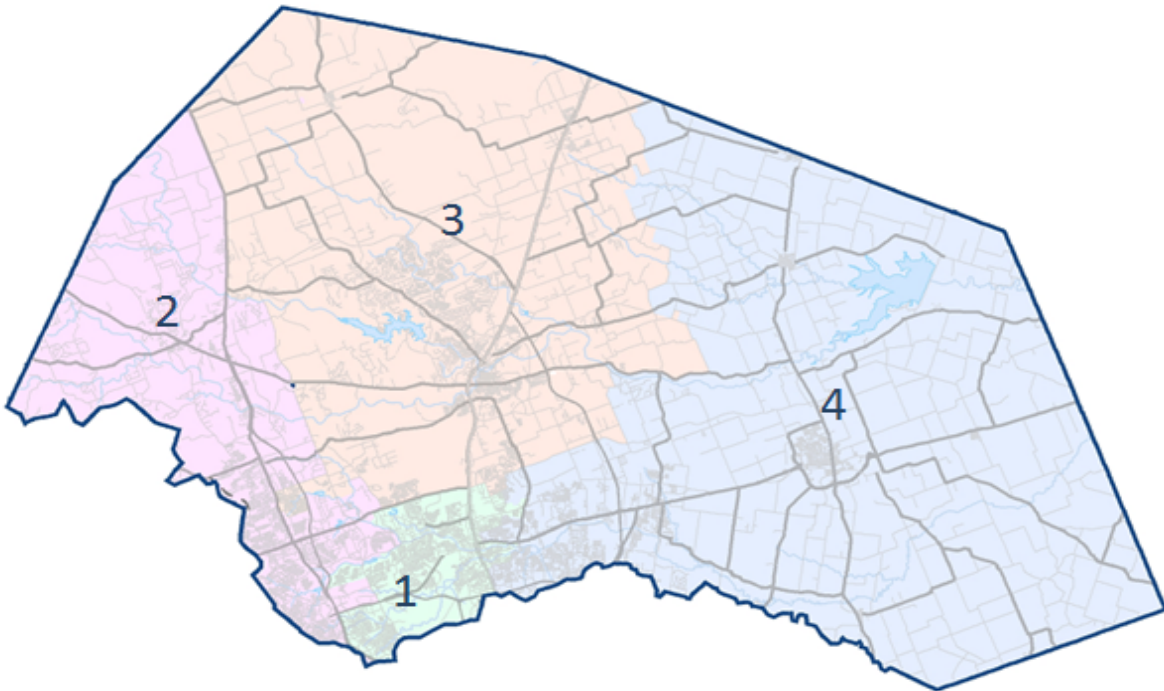
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

November 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.11



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

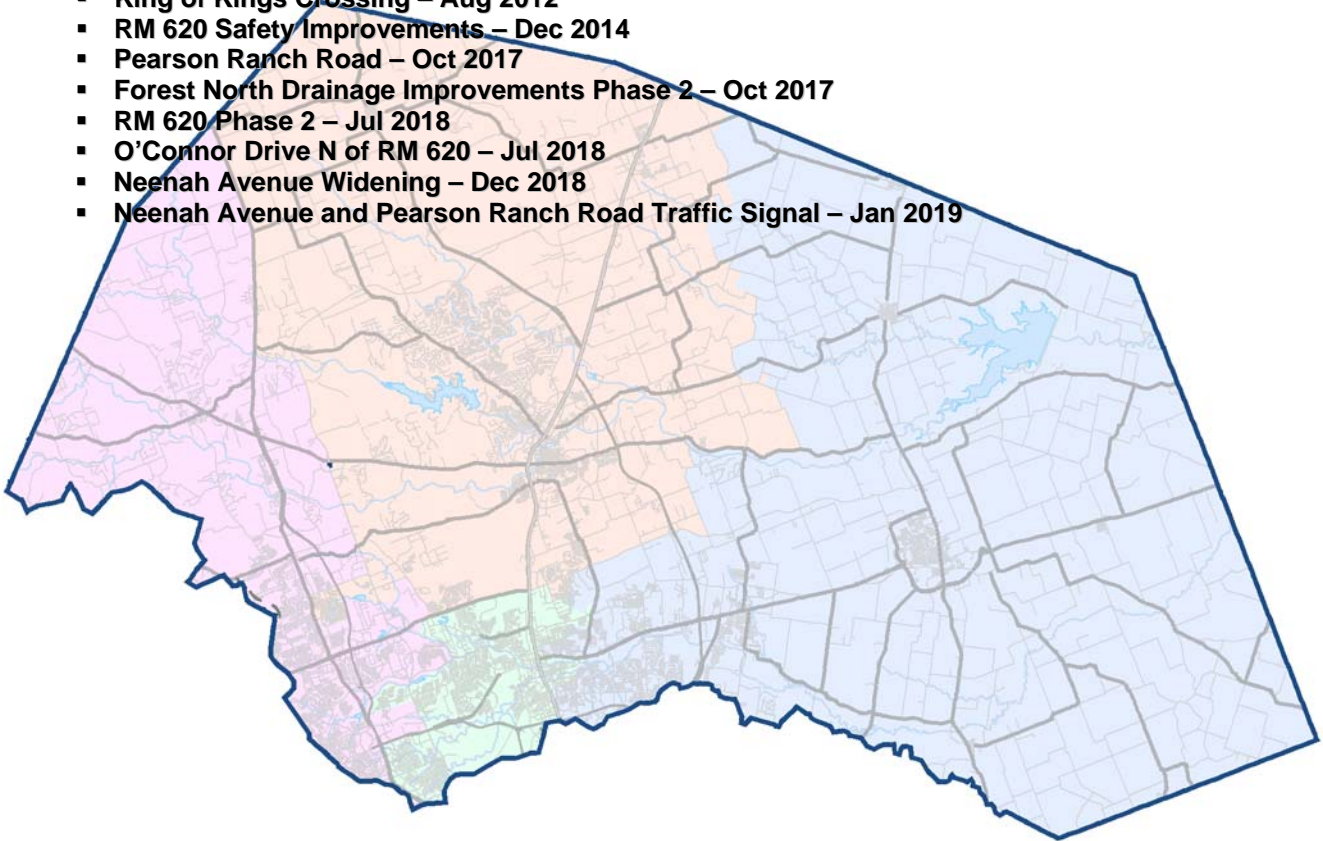
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2019

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019



WILLIAMSON COUNTY

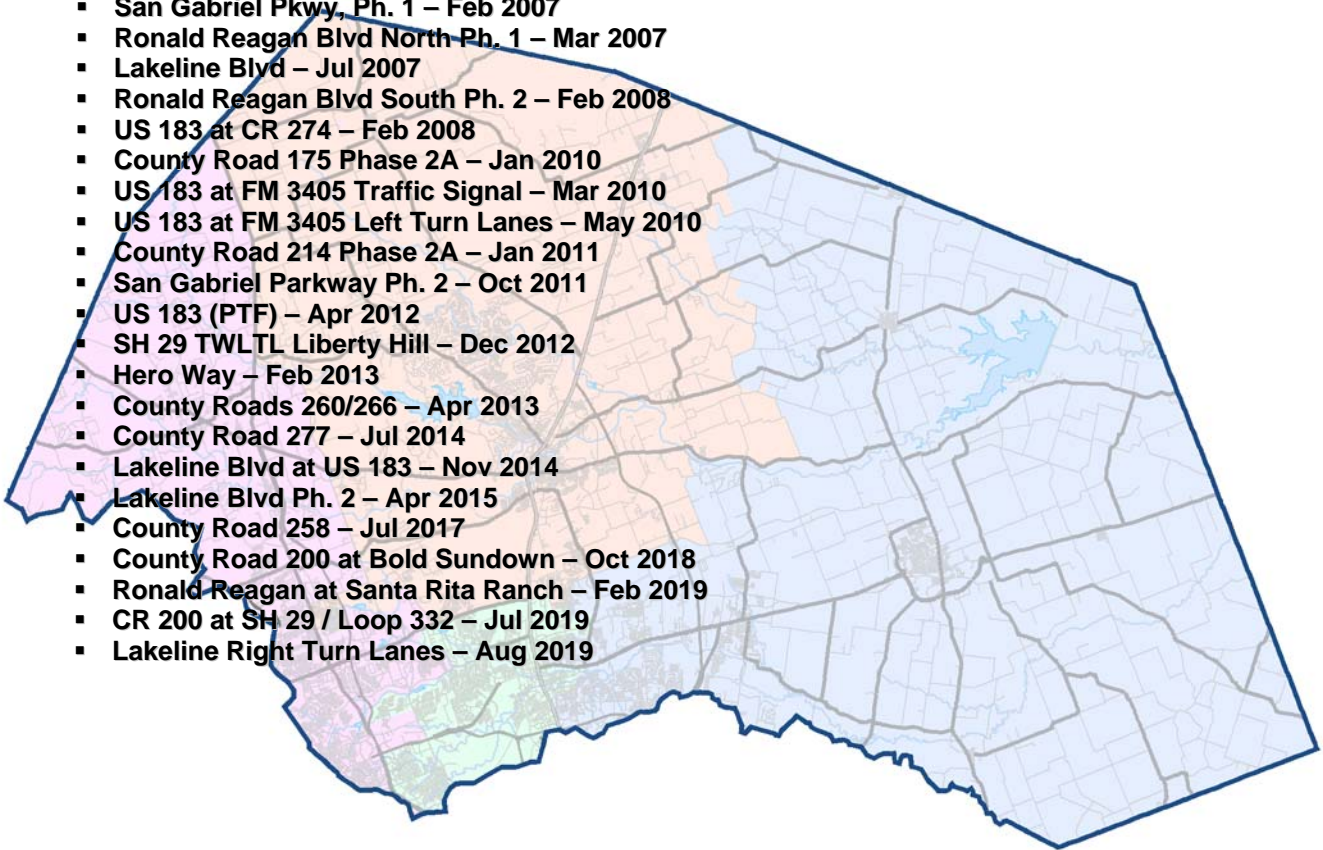
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2019

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Lakeline Right Turn Lanes – Aug 2019



WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2019

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018

WILLIAMSON COUNTY

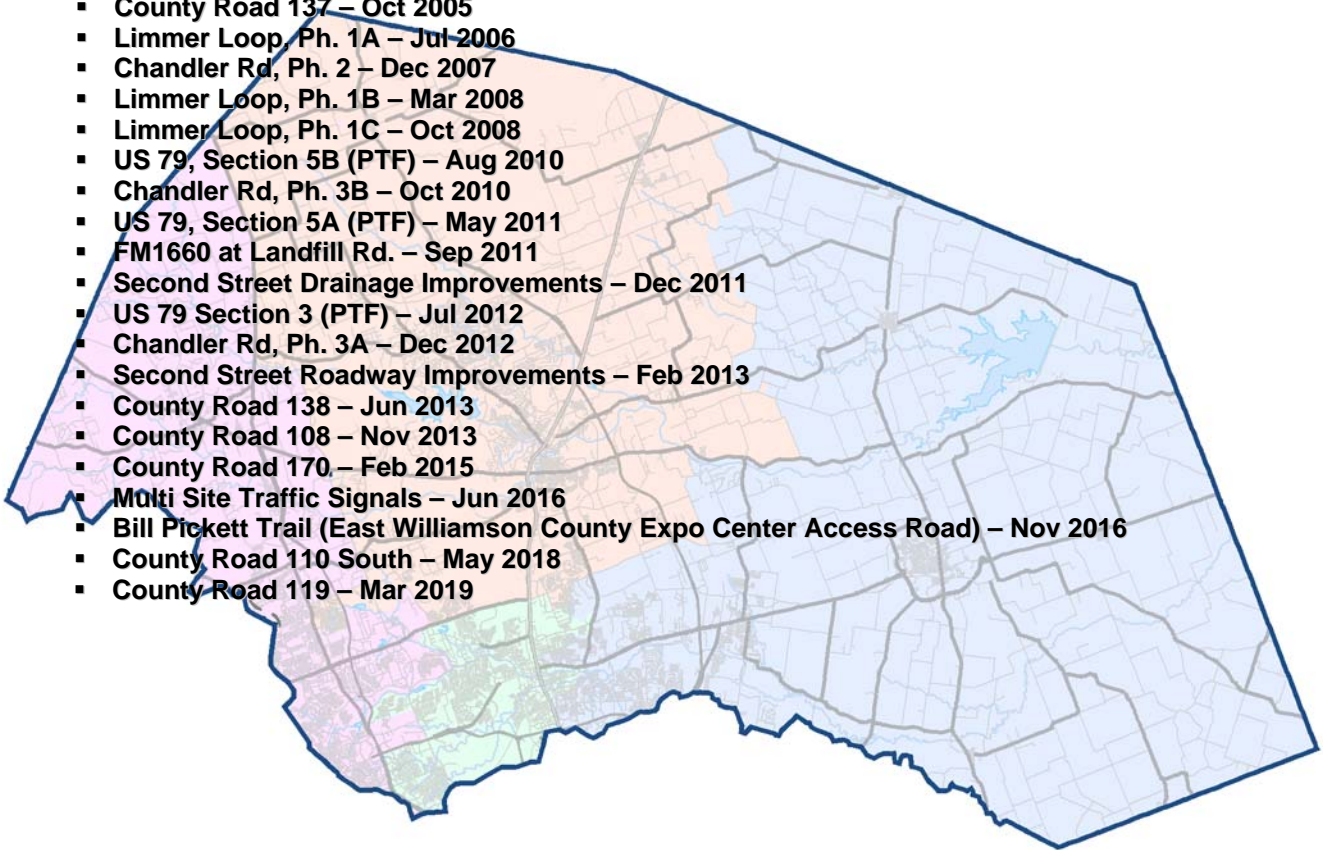
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2019

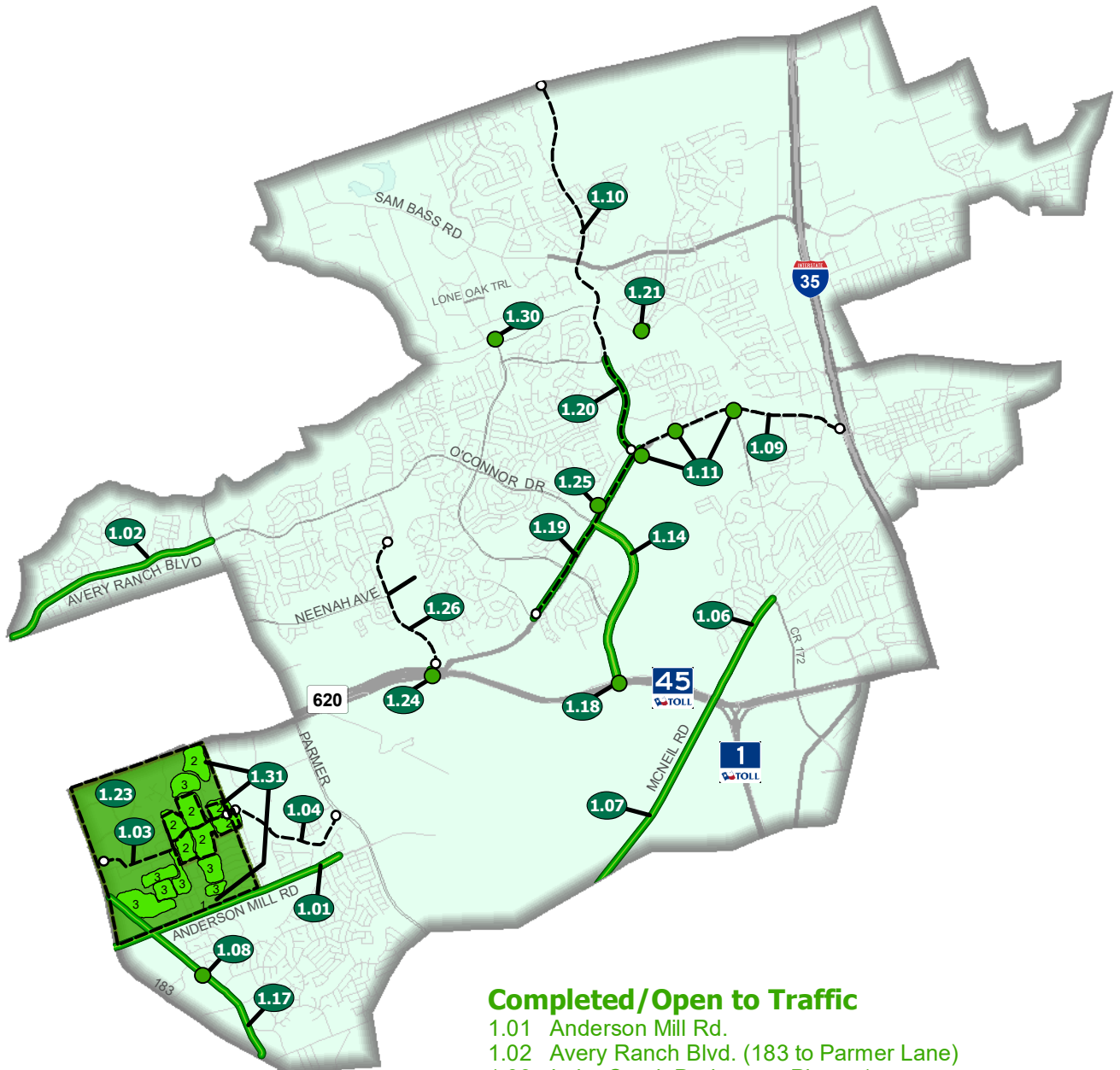
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019



2006 ROAD BOND PROGRAM PROJECTS

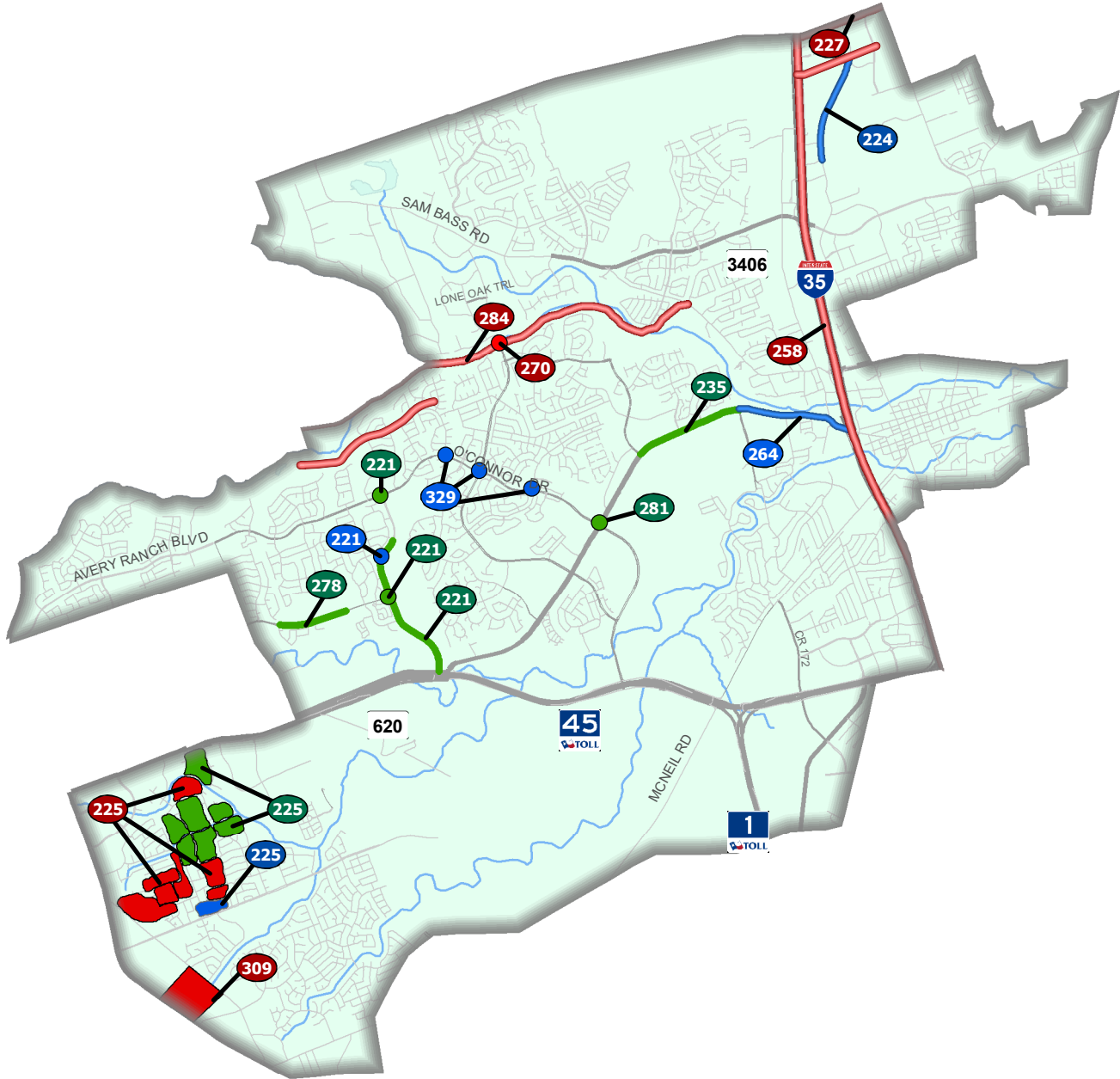
PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

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

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 1 - COMMISSIONER COOK



Completed/ Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road and Iveans Way
Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road
Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 235 RM 620 Phase 2 (Wyoming Springs
to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to
0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

Under Construction/Bidding

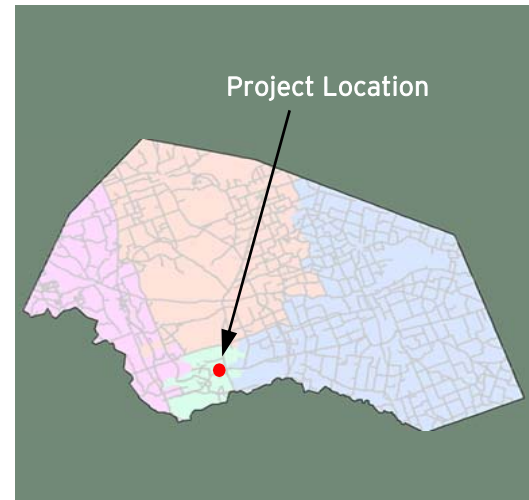
- 221 Pearson Ranch Road at Avery Ranch
Boulevard Traffic Signal
- 224 North Mays Street Extension Phase 1 Arterial M
(Paloma Drive to Oakmont Drive)

Under Construction/Bidding (con't)

- 225 Forest North Drainage Improvements Anderson
Mill Zone
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage
Road to Deep Wood Drive)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great
Oaks and Liberty Walk Intersections)

In Design

- 225 Forest North Drainage Improvements Phase 3
227 University Boulevard Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to
RM 1431)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety
Improvements (Brushy Bend to
Sam Bass Road)
309 Pond Springs Road Area Drainage Improvements
(Pond Springs Road to US 183)



North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020
Estimated Construction Cost: \$10.8 Million



OCTOBER 2019 IN REVIEW

10/04/2019: Capital Excavation set beams and braced for the Chandler Branch Bridge. Flexible base was placed on both the northbound and southbound lanes from Future Arterial L to south of Oakmont Drive.

10/11/2019: Wastewater line A was installed and backfilled from Manholes 5 & 6 to Paloma Drive and tied into the existing line. Wastewater line B was excavated, installed, and backfilled. Bridge deck panels on Spans 1 and 2 were installed on the bridge.

10/18/2019: The 6'x3' box culvert was installed on the south end. Bridge deck panels on Spans 2, 3, and 4 and overhang brackets for Units 1 and 2 were installed on the bridge. 30" RCP was placed near Oakmont Drive.

10/25/2019: The double barrel 24" concrete pipe was installed on the west side of Driveway 1. The 18" pipe and Inlets were installed. Bridge deck panels on Spans 4, 5, and 6 and expansion joints at Unit 1 were installed on the bridge.

11/01/2019: The flowable fill for Abutment 1 was placed. Collars were poured for the 18" pipe. Bridge deck panels were installed on Spans 6, 7, 8 and 9 of the Bridge. The steel for Unit 1 of the Chandler Branch Bridge was tied.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019			410	0	410	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	8
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	23
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	13	30
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	15	38
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	21	45
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	27	53
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	52	60
Adjusted Price =									\$10,775,835.75

**Forest North Drainage Improvements - Anderson Mill
Project No. 1811-278**

Original Contract Price = \$295,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/5/2018	1/15/2019	4/3/2019	4/15/2019			30	0	30

<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoice</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/15/2019	6/20/2019	17	\$145,702.80	\$145,702.80	\$16,189.20	\$16,189.20	55	57
2	6/21/2019	6/30/2019	13	\$45,702.66	\$191,405.46	\$5,078.07	\$21,267.27	72	100

11/1/2019 Comments - Materials were delivered in November and the approved additional work has commenced.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/10/2019	\$ 1,513.40	\$ 1,513.40

3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

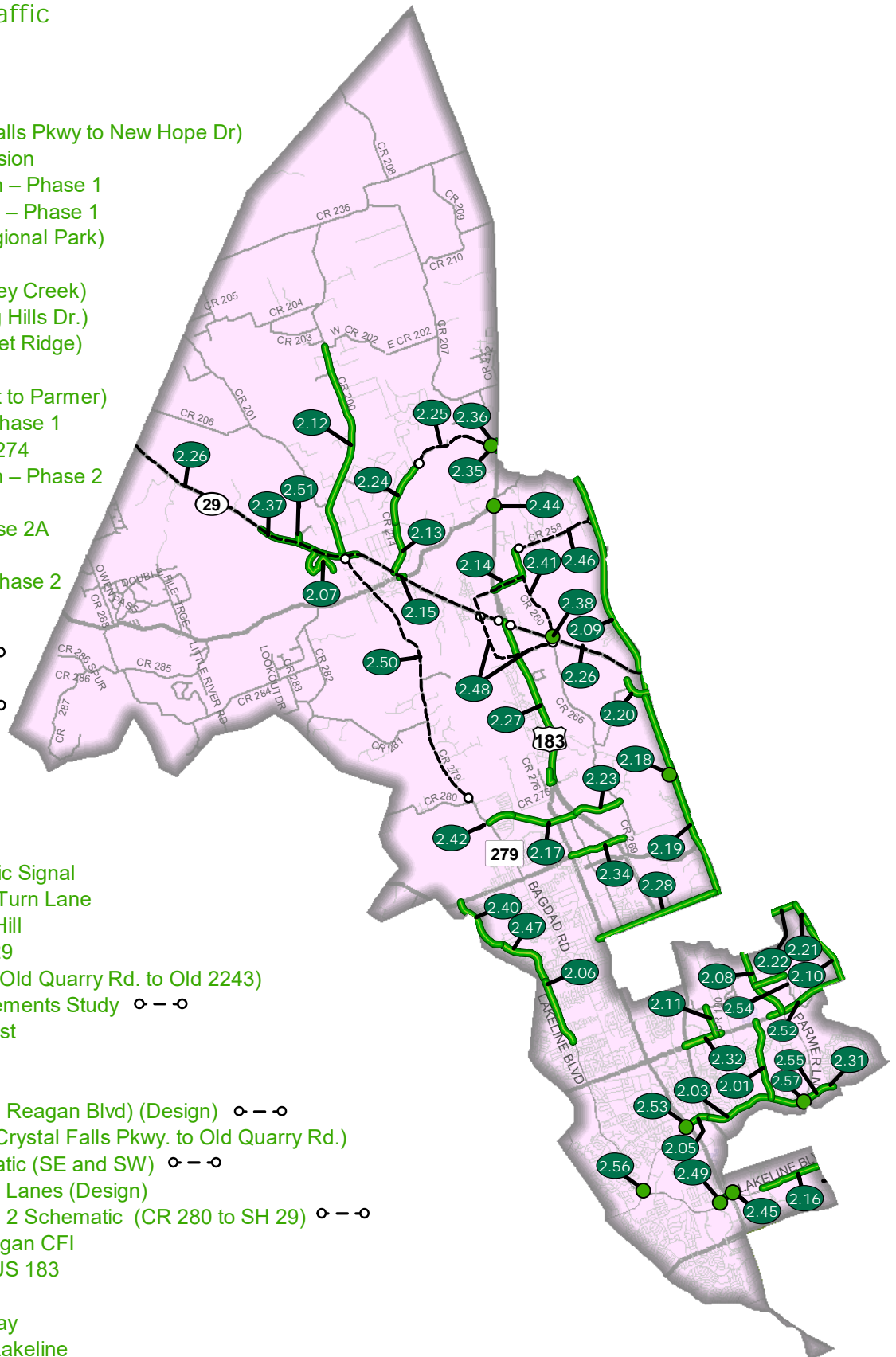
Adjusted Price = \$296,513.40

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

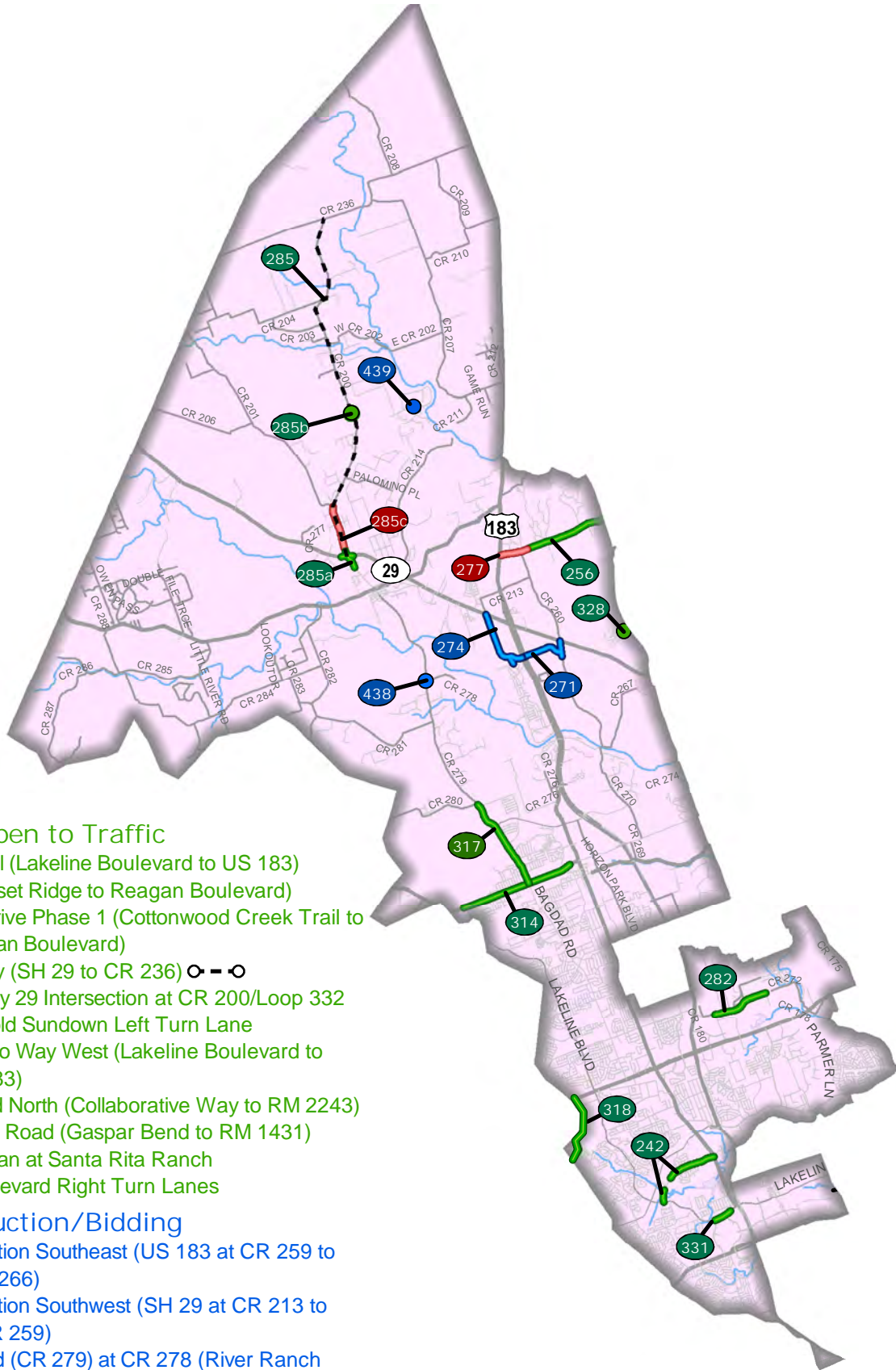
Completed/Open to Traffic

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



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes

Under Construction/Bidding

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 285c CR 200 (CMTA Railroad to CR 201)

CR 200 at Bold Sundown (South of Bold Sundown to North of the Intersection)
Project No. 1802-217

Original Contract Price = \$368,861.80

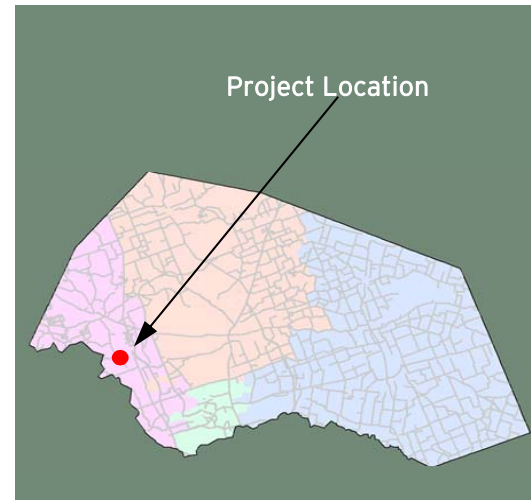
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/11/2018	4/24/2018	6/27/2018	7/9/2018	10/30/2018		45		45	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/9/2018	7/31/2018	17	\$74,180.25	\$74,180.25	\$8,242.25	\$8,242.25	24	38
2	8/1/2018	8/31/2018	17	\$82,674.72	\$156,854.97	\$9,186.08	\$17,428.33	51	76
3	9/1/2018	9/30/2018	4	\$39,983.49	\$196,838.46	\$4,442.61	\$21,870.94	63	84
4	10/1/2018	10/30/2018	6	\$98,140.59	\$294,979.05	\$10,904.51	\$32,775.45	95	98
5	11/1/2018	11/30/2018	0	\$8,377.36	\$303,356.41	\$930.82	\$33,706.27	98	98
6	12/1/2018	12/31/2018	0	\$6,351.20	\$309,707.61	\$705.69	\$34,411.96	100	98
7	1/1/2019	2/28/2019	0	\$14,837.06	\$324,544.67	-\$17,330.66	\$17,081.30	99	98

11/1/2019 Comments - Vegetation establishment is the final punchlist item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/9/2019	\$ (24,235.83)	\$ (24,235.83)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. New bid items were added

Adjusted Price = \$344,625.97



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

(Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles

Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020

Estimated Construction Cost: \$3.0 Million



OCTOBER 2019 IN REVIEW

10/04/2019: Champion Site Prep processed the final lift of flexible base for the park road. Excavation began for the existing pavement and subgrade for the tie-in sections. Embankment for Krause's driveway was completed, and placement of flexible base has begun.

10/11/2019: Flexible base placement has begun on the northbound half of CR 279 from Highland Oak to Silver Creek. Placement of flexible base at the northern tie-in continued.

10/18/2019: Roadway excavation at Highland Oaks was completed and asphalt has been placed through the intersection. Subcontractor Texas Materials placed prime coat from Highland Oaks to the north end of the project.

10/25/2019: Subcontractor Texas Materials completed the flexible base and placed asphalt for CR 279 from Highland Oaks south. Clearing for a temporary detour began at the northeast corner of the CR 278/CR 279 intersection.

11/01/2019: The existing side street pavement was milled at Highland Oaks. The shaping of slopes continued at the park entrance. Subcontractor DIJ completed striping the new pavement for the Phase 2A traffic switch.



Design Engineer: Lockwood, Andrews, & Newnam
Contractor: Champion Site Prep
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = \$2,959,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2018	9/11/2018	10/18/2018	10/28/2018			480		480	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/28/2018	12/31/2018	65	\$7,296.69	\$7,296.69	\$810.74	\$810.74	0	14
2	1/1/2019	1/31/2019	31	\$204,653.21	\$211,949.90	\$22,739.25	\$23,549.99	8	20
3	2/1/2019	2/28/2019	28	\$159,772.72	\$371,722.62	\$17,752.52	\$41,302.51	14	26
4	3/1/2019	3/31/2019	31	\$137,964.55	\$509,687.17	\$15,329.40	\$56,631.91	19	32
5	4/1/2019	4/30/2019	30	\$194,875.30	\$704,562.47	\$21,652.81	\$78,284.72	26	39
6	5/1/2019	5/31/2019	31	\$136,748.31	\$841,310.78	\$15,194.26	\$93,478.98	32	45
7	6/1/2019	6/30/2019	30	\$1,833.75	\$843,144.53	\$203.75	\$93,682.73	32	51
8	7/1/2019	7/31/2019	31	\$52,512.42	\$895,656.95	\$5,834.67	\$99,517.40	34	58
9	8/1/2019	8/31/2019	31	\$200,547.82	\$1,096,204.77	\$22,283.13	\$121,800.53	41	64
10	9/1/2019	9/30/2019	30	\$207,014.36	\$1,303,219.13	\$23,001.60	\$144,802.13	49	70
Adjusted Price =									\$2,959,000.00

SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)
Project No. 1805-232

Original Contract Price = \$1,705,061.70

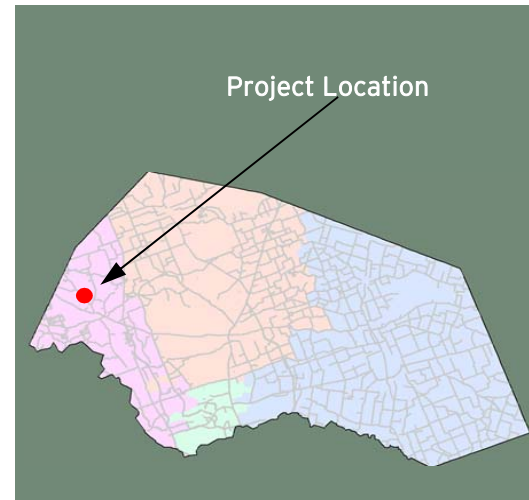
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	8/28/2018	11/20/2018	12/3/2018	7/3/2019		180		180
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	12/3/2018	12/31/2018	29	\$111,968.00	\$111,968.00	6	16	
2	1/1/2019	1/31/2019	31	\$284,815.54	\$396,783.54	23	33	
3	2/1/2019	2/28/2019	28	\$311,269.73	\$708,053.27	41	49	
4	3/1/2019	3/31/2019	31	\$264,196.63	\$972,249.90	56	66	
5	4/1/2019	4/30/2019	30	\$262,325.70	\$1,234,575.60	71	83	
6	5/1/2019	5/31/2019	31	\$274,692.04	\$1,509,267.64	87	100	
7	6/1/2019	6/30/2019	30	\$67,092.74	\$1,576,360.38	91	117	
8	7/1/2019	7/31/2019	3	\$51,130.60	\$1,627,490.98	94	118	
9	8/1/2019	8/31/2019	0	\$6,202.57	\$1,633,693.55	94	118	
10	9/1/2019	9/30/2019	0	\$492.00	\$1,634,185.55	94	118	

11/1/2019 Comments - All punchlist items have been completed as of 8/14/19. A TxDOT audit is being scheduled.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2019	\$ 32,028.08	\$ 32,028.08

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

Adjusted Price = \$1,737,089.78



San Gabriel Ranch Road Bridge at Lackey Creek
 (Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
 Roadway Classification: Bridge

Project Schedule: October 2018-February 2020
 Estimated Construction Cost: \$1.4 Million



OCTOBER 2019 IN REVIEW

10/04/2019: Greater Austin Development completed placing overhang brackets, deck edge forms, the work platform and handrail on the downstream side of the bridge.

10/11/2019: Work was stopped pending resolution of low compressive strength breaks on bearing seat repair on Abutment 1 at the Girder 5 location.

10/18/2019: Girder 5 at Span 1 was removed, the bearing seat replaced, and the girder reset.

10/25/2019: The precast deck panels were set. The overhanging brackets and forms for the bridge deck continued to be installed. Loop inserts for the pipe hangers were installed on the upstream side.

11/01/2019: Reinforcing steel began to be installed for the bridge deck, railings and sidewalk in Spans 1 and 2.



Design Engineer: Freese and Nichols
 Contractor: A Greater Austin Development Co.
 Construction Observation:
 Feng Chen / Kyle LeBlanc, HNTB

Williamson County
 Road and Bridge

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)

Project No. 1807-252

Original Contract Price = \$1,425,301.90

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/5/2018	9/18/2018	10/12/2018	10/22/2018			125		125	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	2	0
2	12/1/2018	12/31/2018	0	\$6,088.77	\$26,113.77	\$676.53	\$2,901.53	2	0
3	1/1/2019	1/31/2019	0	\$12,825.00	\$38,938.77	\$1,425.00	\$4,326.53	3	0
4	2/1/2019	3/31/2019	0	\$14,943.46	\$53,882.23	\$1,660.38	\$5,986.91	4	0
5	4/1/2019	4/30/2019	15	\$192,636.00	\$246,518.23	\$21,404.00	\$27,390.91	19	12
6	5/1/2019	5/31/2019	18	\$110,889.98	\$357,408.21	\$12,321.11	\$39,712.02	28	26
7	6/1/2019	6/30/2019	12	\$39,727.80	\$397,136.01	\$4,414.20	\$44,126.22	31	36
8	7/1/2019	7/31/2019	20	\$69,883.20	\$467,019.21	\$7,764.80	\$51,891.02	36	52
9	8/1/2019	9/30/2019	43	\$320,467.68	\$787,486.89	\$35,607.52	\$87,498.54	61	86
10	10/1/2019	10/31/2019	31	\$36,404.24	\$823,891.13	\$4,044.92	\$91,543.46	64	111

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/21/2019	\$ 16,166.09	\$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Adjusted Price = \$1,441,467.99

Ronald Reagan at Santa Rita (Turn Lane Improvements)
Project No. 1808-256

Original Contract Price = \$420,608.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/25/2018	10/9/2018	10/24/2018	11/5/2018	2/4/2019		30		30	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/24/2018	10/31/2018	0	\$8,237.61	\$8,237.61	\$915.29	\$915.29	2	0
2	11/1/2018	11/30/2018	14	\$22,500.00	\$30,737.61	\$2,500.00	\$3,415.29	8	14
3	12/1/2018	12/31/2018	7	\$71,658.00	\$102,395.61	\$7,962.00	\$11,377.29	27	7
4	1/1/2019	1/31/2019	7	\$235,576.80	\$337,972.41	\$26,175.20	\$37,552.49	90	7
5	2/1/2019	2/28/2019	1	\$40,546.86	\$378,519.27	\$4,505.21	\$42,057.70	100	97
6	3/1/2019	4/16/2019	1	\$15,784.85	\$394,304.12	-\$21,304.85	\$20,752.85	99	100

11/1/2019 Comments - Closeout is ongoing. The As-builts are being reviewed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2019	\$ (1,480.65)	\$ (1,480.65)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$419,127.95

Lakeline Boulevard Right Turn Lane
Project No. 1809-259

Original Contract Price = \$567,792.55

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/24/2018	11/14/2018	12/20/2018	1/2/2019	8/23/2019		30		267	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/2/2019	2/28/2019	58	\$91,717.65	\$91,717.65	\$10,190.85	\$10,190.85	17	22
2	3/1/2019	4/3/2019	34	\$60,186.83	\$151,904.48	\$6,687.43	\$16,878.28	28	34
3	4/4/2019	5/1/2019	28	\$46,547.86	\$198,452.34	\$5,171.98	\$22,050.26	36	45
4	5/2/2019	6/5/2019	35	\$18,986.87	\$217,439.21	\$2,109.65	\$24,159.91	40	58
5	6/6/2019	7/5/2019	30	\$45,446.17	\$262,885.38	\$5,049.58	\$29,209.49	48	69
6	7/6/2019	8/1/2019	27	\$81,391.14	\$344,276.52	\$9,043.46	\$38,252.95	63	79
7	8/2/2019	9/1/2019	31	\$159,592.86	\$503,869.38	\$17,732.54	\$55,985.49	92	91
8	9/2/2019	10/1/2019	30	\$26,095.67	\$529,965.05	\$2,899.52	\$58,885.01	97	102

11/1/2019 Comments - Substantial Completion was reached 8/23/19. The Balancing Change Orders are being processed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/9/2019	\$ 17,000.00	\$ 17,000.00

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the HEB west driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/10/2019	\$ 5,202.12	22,202.12

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order replaces the proposed concrete block retaining wall with a concrete curb along the proposed sidewalk due to the proximity of the sidewalk to the existing A/E poles and adds pay items for the 2" and 3" conduit bores called for in the plans for the proposed signal at the HEB driveway

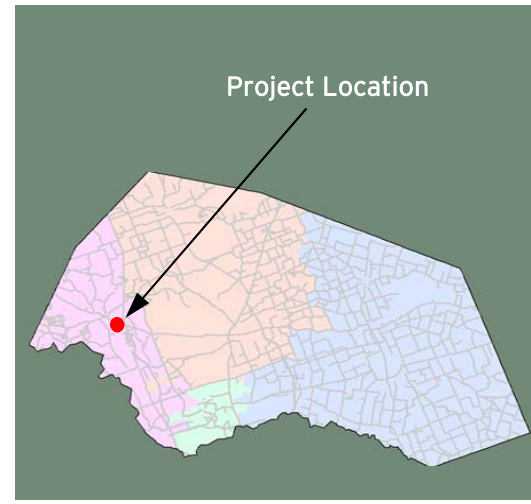
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/10/2019	\$ 1,558.22	23,760.34

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises various items requested by Austin Energy after the project began. The conduit layout on the project was revised to include the relocation of the electrical service pole and foundation out of the sidewalk. Austin Energy also requested revisions to the callouts on the ground boxes for identification purposes and reduced the wiring for illumination poles. This Change Order adds a pay item to widen the 6' sidewalk to 8' wide to eliminate the need for a bike lane in the existing vehicle travel lane.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/10/2019	\$ 14,477.10	38,237.44

4B: Third Party Accommodation. Third Party (City of Austin) requested work. This Change Order adds a repair in the existing pavement at the HEB driveway. The City of Austin agrees to pay for this additional work.

Adjusted Price = \$606,029.99



Seward Junction Improvements

(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles

Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020

Estimated Construction Cost: \$13.3 Million



OCTOBER 2019 IN REVIEW

10/11/2019: Southwest: Jordan Foster formed and poured the upstream wingwall and the downstream headwall for Culvert A. The footings for the safety end treatment (SET) for Culvert B were formed and poured. The first course of flexible base continued to be placed from Culvert A.08 to the Texas Materials driveway. Southeast: Subgrade from the US 183 to the PEC Pond was fine graded and the first lift of flexible base was placed. The columns at interior Bent 2 and 3 were formed and poured. Subcontractor Voges Drilling poured all shafts for Bridge E, tied steel for Bridge F drill shafts, and began drilling. Excavation and embankment to subgrade began for the proposed CR 266. The SET footings were excavated and formed at Culvert D1-1 and D1-2. US 183 Crossover: The first lift of flexible base for the cross over was placed.

10/25/2019: Southwest: The headwalls at Culvert A.08 and Culvert A were backfilled. Flexible base continued to be fine graded between US 183 and Culvert A. Southeast: Excavation and embankment continued for the proposed CR 266 between existing CR 259 and the south tie-in to CR 266. Concrete for the upstream SETs were formed and placed at Structure D and the SET footings at Culvert D1-1 and Culvert D1-2. Bent 3 cap was poured at Bridge E. The Contractor tied steel, and formed and placed concrete at Abutment 4 on Bridge F. PEC Pond: Survey staked the pond structures for the concrete crew.



Design Engineer: K Friese and Aguirre & Field
Contractor: Jordan Foster Construction
Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

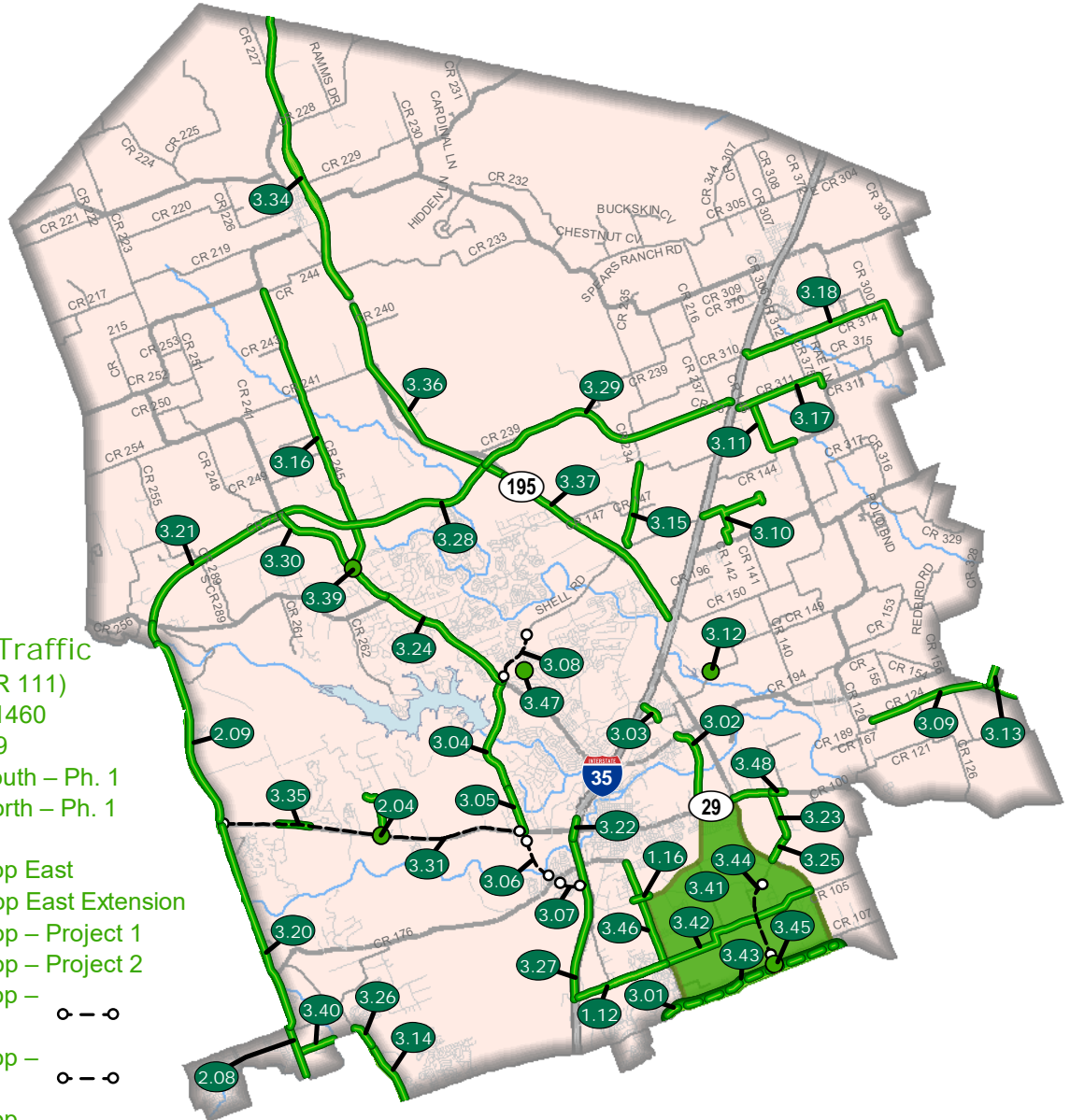
Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = \$13,270,258.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/2/2019	6/30/2019	60	\$1,138,506.71	\$1,138,506.71	\$126,500.75	\$126,500.75	10	11
2	7/1/2019	7/31/2019	31	\$900,193.70	\$2,038,700.41	\$100,021.52	\$226,522.27	17	17
3	8/1/2019	8/31/2019	31	\$500,440.00	\$2,539,140.41	\$55,604.44	\$282,126.71	21	23
4	9/1/2019	9/30/2019	30	\$781,187.35	\$3,320,327.76	\$86,798.60	\$368,925.31	28	28
Adjusted Price =									\$13,270,258.10

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



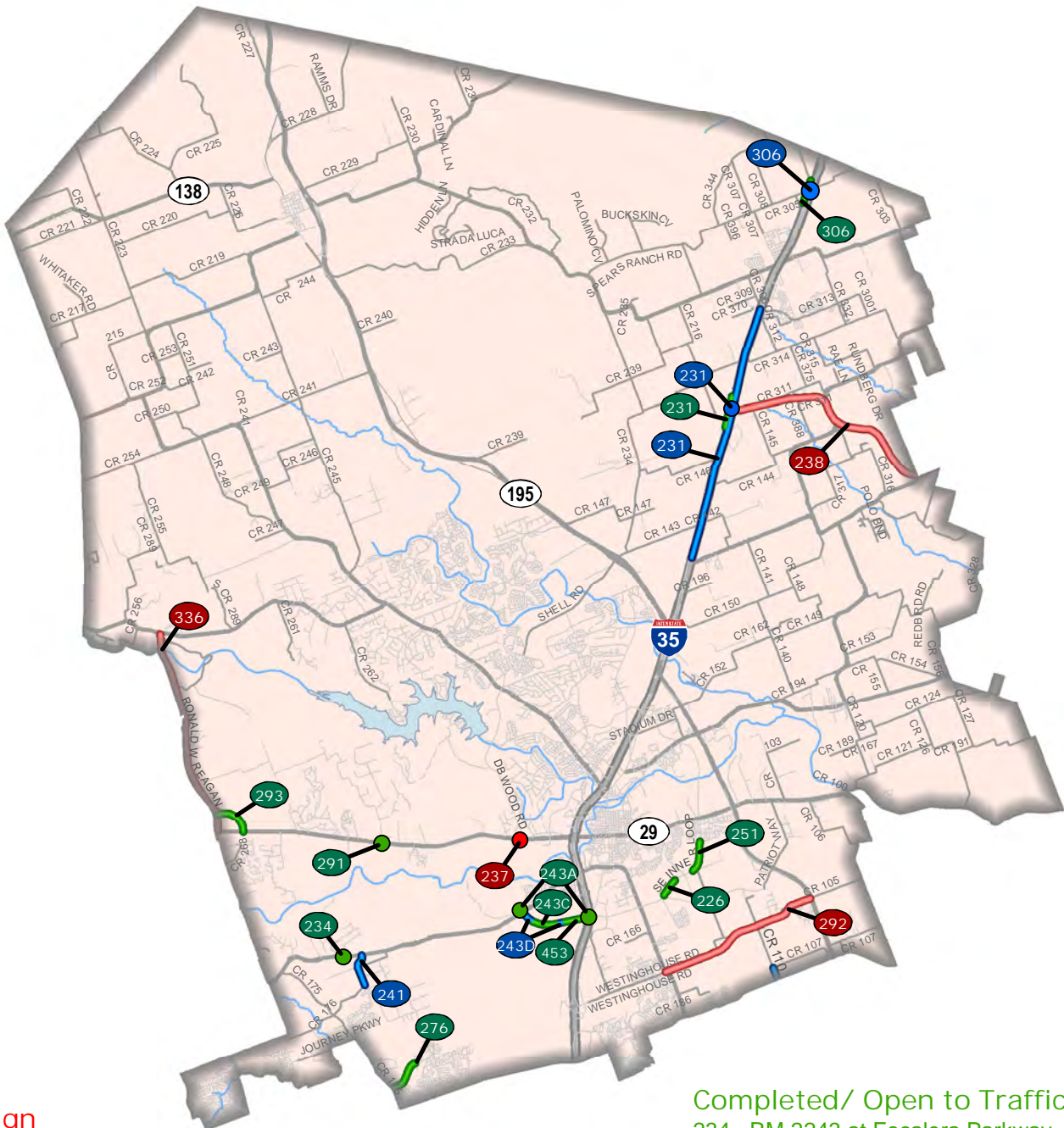
Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 237 SH 29 at DB Wood (Intersection Improvements)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

- 306 CR 305 at IH 35 Bridge Replacement

Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

**Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)
2017-0065-CIP**

Original Contract Price = \$5,599,200.86

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018		337	0	337	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$458,144.63	\$939,731.93	\$24,112.88	\$49,459.58	17	21
3	11/1/2017	11/30/2017	30	\$165,940.58	\$1,105,672.51	\$8,733.71	\$58,193.29	20	30
4	12/1/2017	12/31/2017	31	\$175,800.58	\$1,281,473.09	\$9,252.66	\$67,445.95	24	39
5	1/1/2018	1/31/2018	31	\$568,442.13	\$1,849,915.22	\$29,918.01	\$97,363.96	34	49
6	2/1/2018	2/28/2018	28	\$282,226.98	\$2,132,142.20	\$14,854.05	\$112,218.01	39	57
7	3/1/2018	3/31/2018	31	\$696,205.12	\$2,828,347.32	\$36,642.70	\$148,860.71	52	66
8	4/1/2018	4/30/2018	30	\$424,409.91	\$3,252,757.23	\$22,337.04	\$171,197.75	60	75
9	5/1/2018	5/31/2018	31	\$267,712.89	\$3,520,470.12	\$14,089.28	\$185,287.03	65	84
10	6/1/2018	6/30/2018	30	\$352,872.20	\$3,873,342.32	\$18,572.22	\$203,859.25	71	93
11	7/1/2018	7/31/2018	31	\$149,691.68	\$4,023,034.00	\$7,878.51	\$211,737.76	74	102
12	8/1/2018	8/31/2018	31	\$857,510.85	\$4,880,544.85	\$45,133.02	\$256,870.78	90	112
13	9/1/2018	9/25/2018	25	\$154,914.24	\$5,035,459.09	\$8,153.38	\$265,024.16	93	119
14	9/26/2018	11/30/2018	0	\$228,483.14	\$5,263,942.23	\$12,025.43	\$277,049.59	97	119
15	12/1/2018	1/31/2019	0	\$191,866.04	\$5,455,808.27	-\$227,049.59	\$50,000.00	96	119

11/1/2019 Comments - The Balancing Change Order is being processed.

<u>01</u>	<u>Approved</u> 12/12/2017	<u>Cost This CO</u> \$ 114,077.58	<u>Total COs</u> \$ 114,077.58
Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.			

Adjusted Price = \$5,713,278.44

Inner Loop Improvements (Wilco Way to Belmont Drive)
Project No. 1706-168

Original Contract Price = \$5,352,696.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018		300	98	398	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	7	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	16	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	26	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	27	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	34	46
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	47	54
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	60	62
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	80	69
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	90	77
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	93	85
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	95	92
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	95	100
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	97	108
14	12/1/2018	12/22/2018	22	\$67,106.34	\$4,649,158.12	\$7,456.26	\$516,573.12	98	113
15	12/23/2018	2/28/2019	0	\$32,411.02	\$4,681,569.14	\$3,601.23	\$520,174.35	99	113
16	3/1/2019	3/15/2019	0	\$18,154.74	\$4,699,723.88	\$2,017.19	\$522,191.54	99	113
17	3/16/2019	4/30/2019	0	\$499,998.40	\$5,199,722.28	-\$499,998.40	\$22,193.14	99	113

11/1/2019 Comments - Fabrication of the handrail remains as the final punchlist items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	\$ 6,050.40	\$ 6,050.40
3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.			

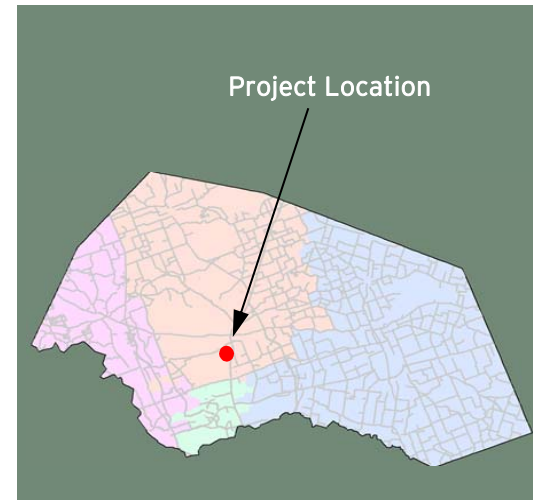
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/5/2018	\$ 37,681.73	\$ 43,732.13
3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/18/2018	\$ 183,780.89	\$ 227,513.02
3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/5/2019	\$ 20,171.94	\$ 247,684.96
3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/25/2019	\$ (343,688.29)	\$ (96,003.33)
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the			

Adjusted Price = \$5,256,692.67



Southwest Bypass Segment 2

(Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles

Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - December 2019

Estimated Construction Cost: \$8.1 Million



OCTOBER 2019 IN REVIEW

10/04/2019: James Construction Group excavated from the west end at RM 2243. Slopes were built up in the quarry. Prime coat was applied to the base for paving. Subcontractor Metalink fence continued placing poles and wire in the quarry and on the top east and west ends of the quarry.

10/11/2019: Subcontractor Texas Materials paved Type B asphalt from the east end tie-in to near RM 2243. Subcontractor G Carter drilled foundation for illumination assemblies on east end near IH 35 southbound Frontage Road. Subcontractor Metalink fence continued placing poles and wire in the quarry.

10/18/2019: Excavation to subgrade continued on the north end to RM 2243. Subcontractor G Carter trenched and installed conduit for illumination poles at the IH 35 southbound frontage road.

10/25/2019: Subgrade was compacted near RM 2243. Subcontractor G Carter installed illumination poles at the IH 35 southbound frontage road.

11/01/2019: Rock riprap was placed along the ROW. Subgrade continued to be processed at the north end of the project, near RM 2243. Subcontractor G Carter ran wire for the poles located on the southbound frontage road IH 35.



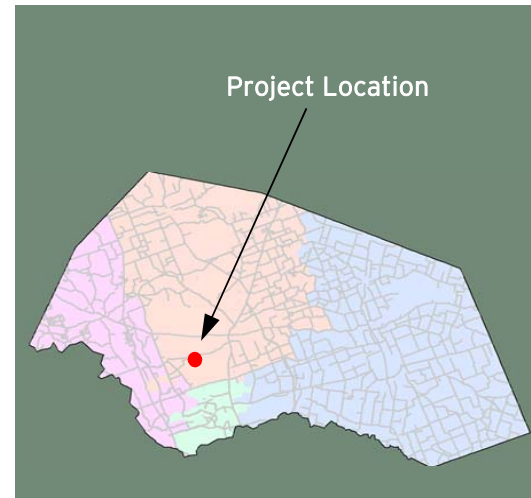
Design Engineer: HDR Engineering
Contractor: James Construction
Construction Observation:
Pat De Los Santos, HNTB

Williamson County
Road Bond Program

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
Project No. 1803-219

Original Contract Price = \$8,087,943.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/9/2018	6/19/2018	9/14/2018	9/24/2018			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	9	8
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	13	15
3	11/26/2018	12/25/2018	30	\$935,358.18	\$1,867,742.87	\$103,928.69	\$207,526.99	26	22
4	12/26/2018	1/25/2019	31	\$150,358.76	\$2,018,101.63	\$16,706.52	\$224,233.51	28	30
5	1/26/2019	2/25/2019	31	\$87,117.34	\$2,105,218.97	\$9,679.71	\$233,913.22	29	37
6	2/26/2019	3/25/2019	28	\$658,360.62	\$2,763,579.59	\$73,151.18	\$307,064.40	38	44
7	3/26/2019	4/25/2019	31	\$368,480.57	\$3,132,060.16	\$40,942.28	\$348,006.68	43	51
8	4/26/2019	5/25/2019	30	\$518,691.89	\$3,650,752.05	\$57,632.43	\$405,639.11	50	58
9	5/26/2019	6/25/2019	31	\$525,821.35	\$4,176,573.40	\$58,424.60	\$464,063.71	57	65
10	6/26/2019	7/25/2019	30	\$188,830.60	\$4,365,404.00	\$20,981.18	\$485,044.89	60	73
11	7/26/2019	8/25/2019	31	\$468,383.64	\$4,833,787.64	-\$230,635.01	\$254,409.88	63	80
12	8/26/2019	9/25/2019	31	\$273,729.20	\$5,107,516.84	\$268,816.68	\$523,226.56	70	87
Adjusted Price =									\$8,087,943.77



CR 176 at RM 2243

(RM 2243 at Parkside Parkway)

Project Length: 1 Mile

Roadway Classification: Rural Arterial

Project Schedule: August 2019 - March 2020

Estimated Construction Cost: \$2.4 Million



OCTOBER 2019 IN REVIEW

10/04/2019: Clearing of ROW and hauling out debris continued on the south end of project. The concrete driveway was poured on RM 2243 and the curb was slipformed on the new section of CR 176. The safety end treatments were poured at the RCP outfalls of the two driveways.

10/11/2019: Topsoil was placed along edge of roadway and behind curb on the north half of the project. Flexible base was placed in driveways and on the south half of the project.

10/18/2019: The first course of flexible base continued to be placed on the south end of the project. The flexible base along RM 2243 was completed.

10/25/2019: Flexible base continued to be placed on the south end of the project and along RM 2243. Subcontractor Texas Materials milled and paved asphalt on RM 2243. Texas Materials paved asphalt on the CR 176 portion from RM 2243 to old CR 176 and a portion of new CR 176 on the south end.

11/01/2019: Asphalt placement was scheduled for the new section of CR 176 and at the south end of project for the detour.



Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Pat de los Santos, HNTB

Williamson County
Road Bond Program

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)

Project No. 1901-285

Original Contract Price = \$2,447,560.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2019	3/26/2019	7/26/2019	8/5/2019			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/5/2019	8/7/2019	3	\$72,005.40	\$72,005.40	\$8,000.60	\$8,000.60	3	1
2	8/8/2019	8/31/2019	24	\$182,903.40	\$254,908.80	\$20,322.60	\$28,323.20	12	6
3	9/1/2019	9/30/2019	30	\$256,030.43	\$510,939.23	\$28,447.83	\$56,771.03	23	14
Adjusted Price =									\$2,447,560.00

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES

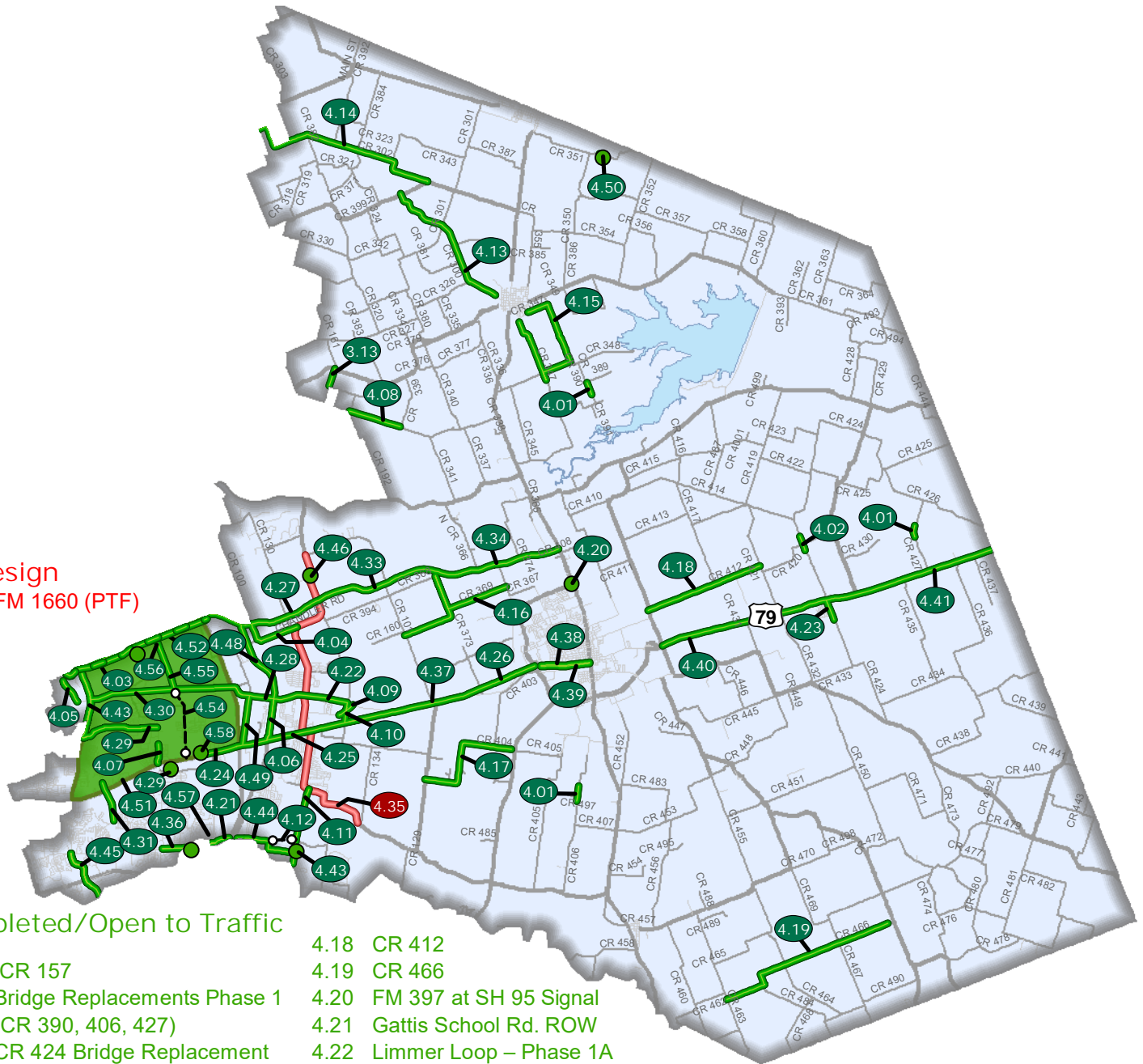
In Design
4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1
(CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139
Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369
(CR 101 to CR 366)
4.17 CR 404

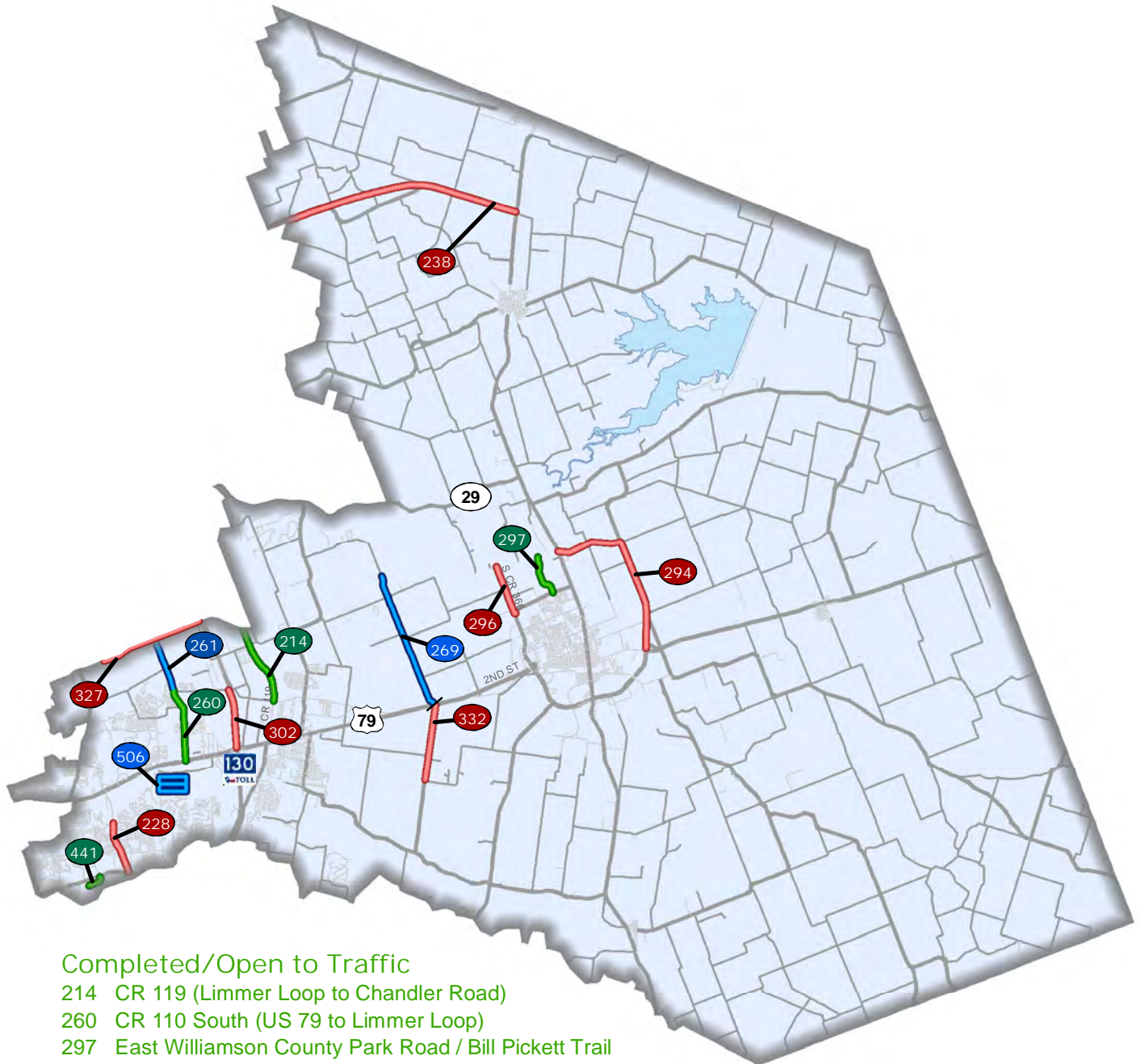
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)

4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.)
Expansion
4.54 CR 110 South - (Design)
(US 79 to Limmer Lp)
4.55 CR 110 Middle
(North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at
Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES



Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 East Williamson County Park Road / Bill Pickett Trail
(Carlos Parker Boulevard to Chandler Road)
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Under Construction/Bidding

- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)
- 506 Greenfield and Oak Bluff Estates Drainage Improvements

In Design

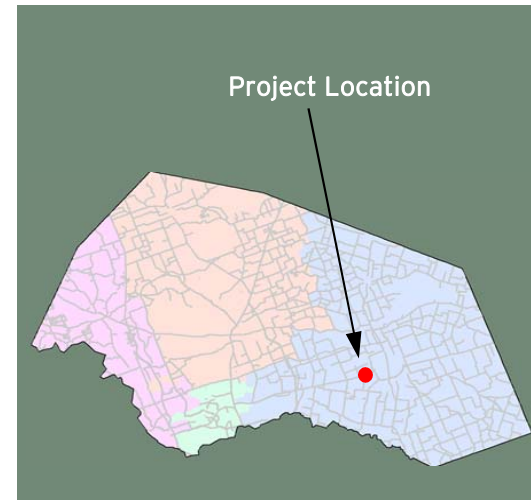
- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop) Traffic Study
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange

CR 119 (Limmer Loop to Chandler Road)
Project No. 1708-186

Original Contract Price = \$6,640,302.71

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/25/2017	11/15/2017	12/8/2017	12/18/2017	3/27/2019		450		450	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	12/1/2017	12/31/2017	31	\$65,613.60	\$65,613.60	\$7,290.40	\$7,290.40	1	7
2	1/1/2018	1/31/2018	31	\$473,860.64	\$539,474.24	\$52,651.18	\$59,941.58	9	14
3	2/1/2018	2/28/2018	28	\$323,428.91	\$862,903.15	\$35,936.55	\$95,878.13	14	20
4	3/1/2018	3/31/2018	31	\$229,232.44	\$1,092,135.59	\$25,470.27	\$121,348.40	18	27
5	4/1/2018	4/30/2018	30	\$630,740.24	\$1,722,875.83	\$70,082.25	\$191,430.65	29	34
6	5/1/2018	5/31/2018	31	\$298,792.28	\$2,021,668.11	\$33,199.14	\$224,629.79	34	40
7	6/1/2018	6/30/2018	30	\$448,853.39	\$2,470,521.50	\$49,872.60	\$274,502.39	41	47
8	7/1/2018	7/31/2018	31	\$494,029.30	\$2,964,550.80	\$54,892.14	\$329,394.53	50	54
9	8/1/2018	8/31/2018	31	\$464,999.77	\$3,429,550.57	\$51,666.64	\$381,061.17	57	61
10	9/1/2018	9/30/2018	30	\$91,950.30	\$3,521,500.87	\$10,216.70	\$391,277.87	59	68
11	10/1/2018	10/31/2018	31	\$150,146.37	\$3,671,647.24	\$16,682.93	\$407,960.80	61	74
12	11/1/2018	11/30/2018	30	\$637,015.84	\$4,308,663.08	\$70,779.54	\$478,740.34	72	81
13	12/1/2018	12/31/2018	31	\$183,696.70	\$4,492,359.78	\$20,410.75	\$499,151.09	75	88
14	1/1/2019	1/31/2019	31	\$431,097.90	\$4,923,457.68	-\$240,021.74	\$259,129.35	78	95
15	2/1/2019	2/28/2019	28	\$92,272.69	\$5,015,730.37	\$4,856.46	\$263,985.81	80	101
16	3/1/2019	3/27/2019	27	\$921,976.40	\$5,937,706.77	\$48,525.07	\$312,510.88	94	107
17	3/28/2019	4/30/2019	0	\$8,292.20	\$5,945,998.97	\$436.80	\$312,947.68	94	107
18	5/1/2019	5/31/2019	0	\$9,978.80	\$5,955,977.77	\$525.20	\$313,472.88	94	107
11/1/2019	Comments -	The Balancing Change Order is being processed.							

Adjusted Price = \$6,640,302.71



CR 110 Middle

(Limmer Loop to CR 107)

Project Length: 2.2 Miles

Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020

Estimated Construction Cost: \$8.9 Million



OCTOBER 2019 IN REVIEW

10/04/2019: James Construction installed the wastewater line north of CR 112. A temporary construction detour was constructed on the north side of CR 112 to install reinforced concrete boxes across CR 112.

10/11/2019: The 3'x7' reinforced box culvert was placed across CR 112. Concrete was placed at the headwall at Culvert E. Subcontractor Austin Traffic Signal began excavation for signal conduit and formed the controller foundation for the Limmer Loop at CR 110 signal.

10/18/2019: A safety end treatment foundation was formed for CR 112. Subcontractor De La Laguna placed concrete for a controller box and apron.

10/25/2019: The wastewater line was installed north of Culvert E. The water line was installed from University Boulevard to CR 107. Subcontractor ML Drilling drilled a traffic signal foundation. Subcontractor De La Laguna placed the traffic signal foundation on the northeast side of Limmer Loop.

11/01/2019: Oncor's contractor, Primoris, installed wooden and concrete poles for the relocation of the electric line. Subcontractor Quanta installed conduit and vaults south of University Boulevard.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
David Thomas / Alfonso Alarcon, HNTB

Williamson County
Road Bond Program

CR 110 Middle (Limmer Loop to CR 107)**Project No. 1809-261**

Original Contract Price = \$8,910,862.73

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	7
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	14
3	7/1/2019	7/31/2019	31	\$406,884.78	\$1,453,753.93	\$45,209.43	\$161,528.22	18	22
4	8/1/2019	8/31/2019	31	\$391,244.32	\$1,844,998.25	\$43,471.59	\$204,999.81	23	30
5	9/1/2019	9/30/2019	30	\$88,385.53	\$1,933,383.78	\$9,820.61	\$214,820.42	24	38

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/8/2019	66,291.83	66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Adjusted Price = \$8,977,154.56



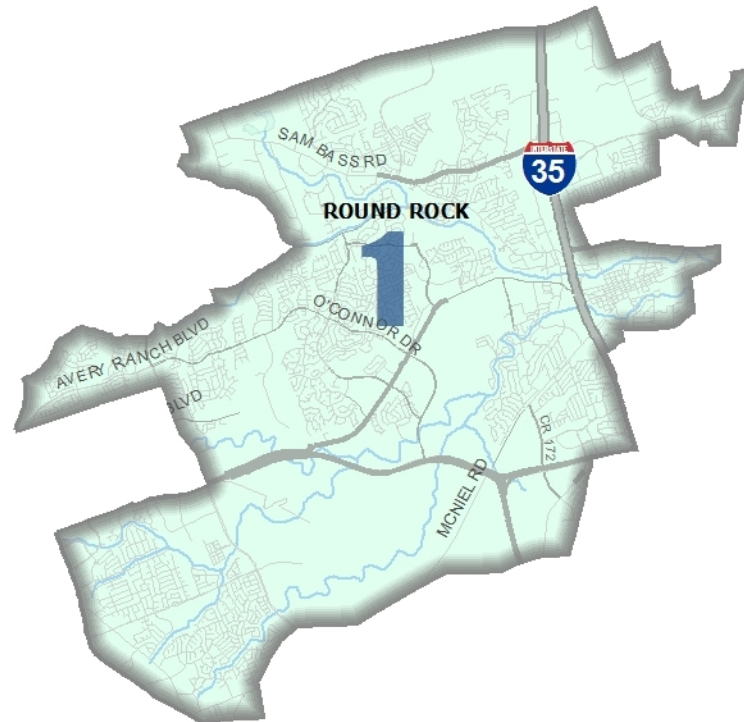
Williamson County Commissioners Court

Road Bond Program

November 19, 2019



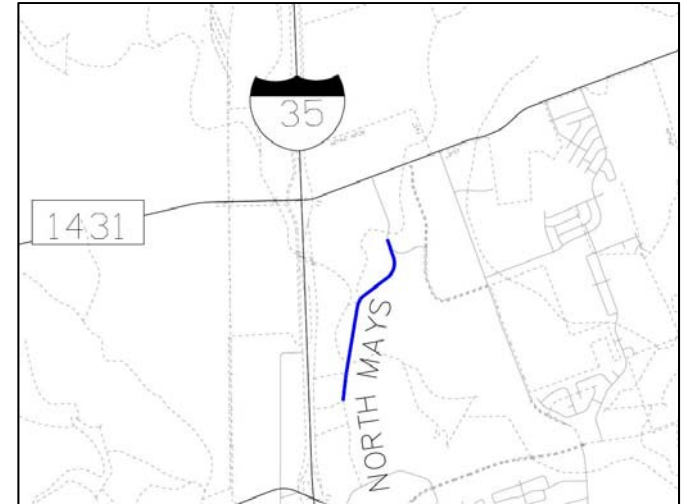
Precinct 1



North Mays Extension (Paloma Drive to Oakmont Drive)

3

Anticipated Completion
Spring 2020



Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$10,775,835.75

Expenditures to Date = \$5,580,335.04 (52%)

North Mays Extension (Paloma Drive to Oakmont Drive)

4



North Mays Extension (Paloma Drive to Oakmont Drive)

5



North Mays Extension (Paloma Drive to Oakmont Drive)

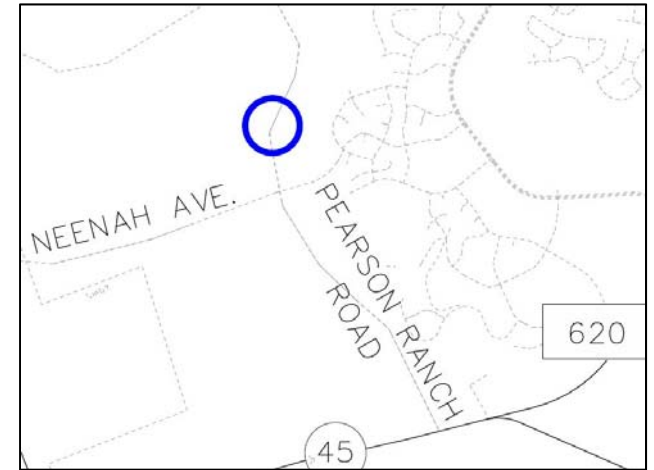
6



Pearson Ranch Road at Iveans Way (Pedestrian Crossing)

7

Substantially Complete



Partnership with the City of Austin

WilCo Contribution = 100% of the total project
cost, not to exceed \$130,000.00

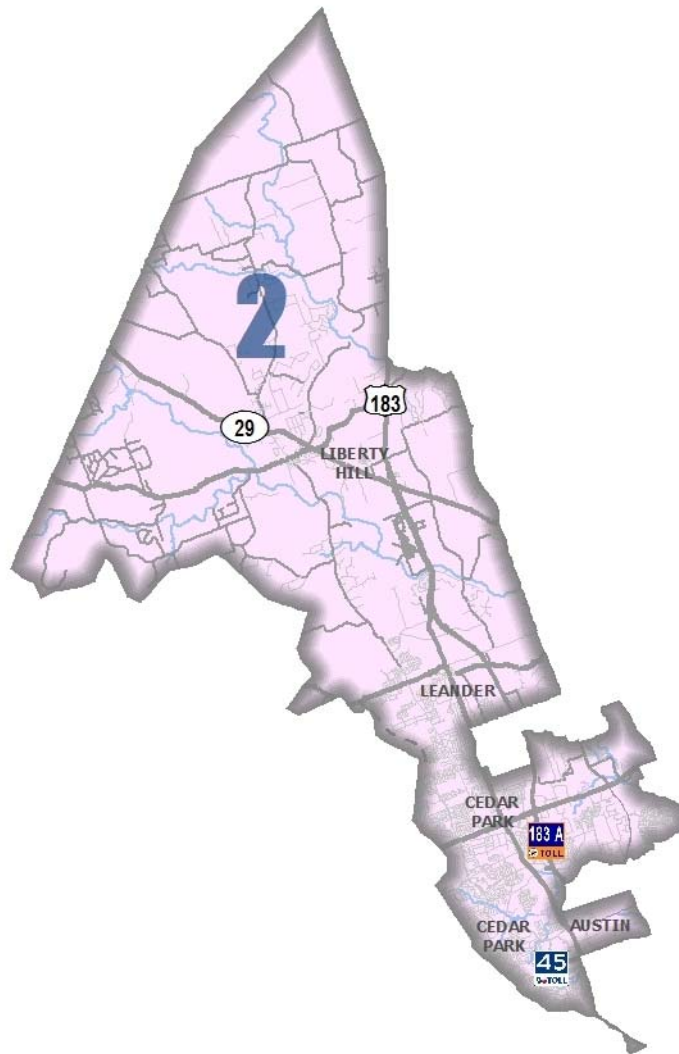
Construction is managed by the City of Austin

Pearson Ranch Road at Iveans Way (Pedestrian Crossing)

8



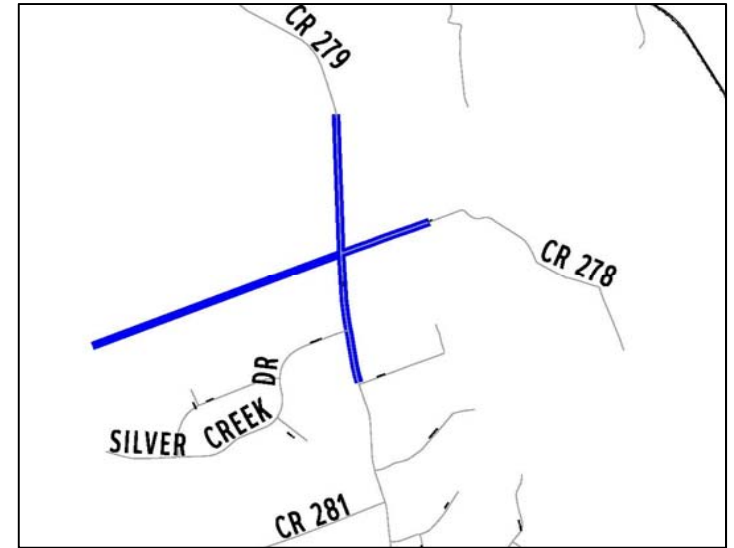
Precinct 2



Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

10

Anticipated Completion
Early 2020



Original Contract Price = \$2,959,000.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$2,959,000.00

Expenditures to Date = \$1,710,798.36 (58%)

Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

11



Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

12



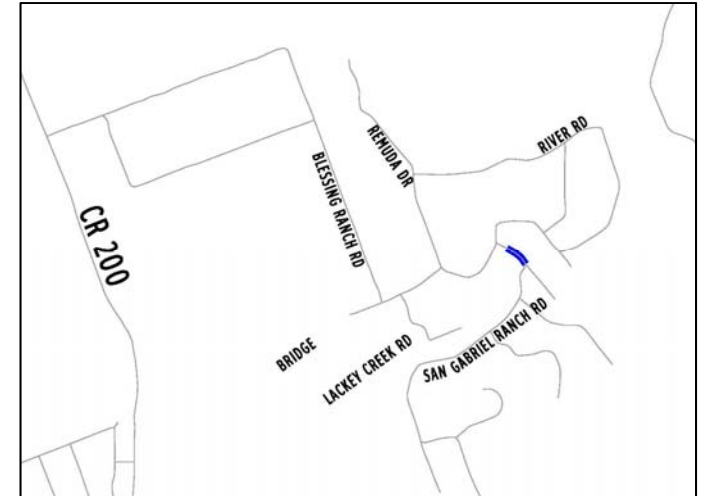
Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

13



San Gabriel Ranch Road Bridge at Lackey Creek ¹⁴

Anticipated Completion
Early 2020



Original Contract Price = \$1,425,301.90

Total Change Orders to Date = \$16,166.09

Adjusted Contract Price = \$1,441,467.99

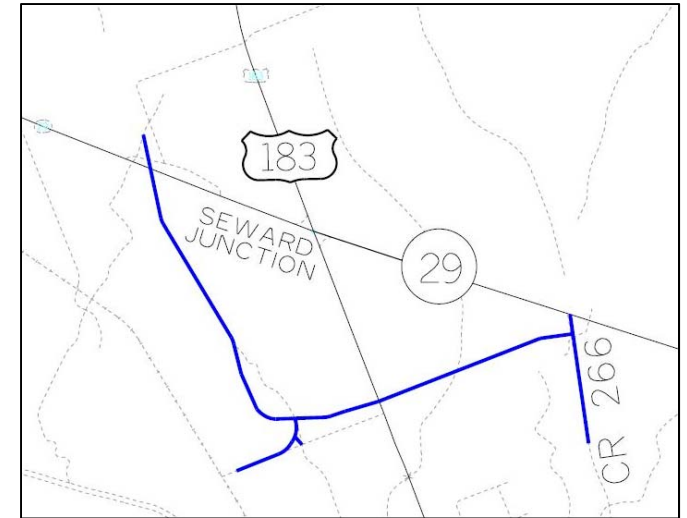
Expenditures to Date = \$874,985.43 (61%)

San Gabriel Ranch Road Bridge at Lackey Creek¹⁵



Seward Junction Improvements

Anticipated Completion
Late 2020



Original Contract Price = \$13,270,258.10

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$13,270,258.10

Expenditures to Date = \$3,689,253.07 (28%)

Seward Junction Improvements



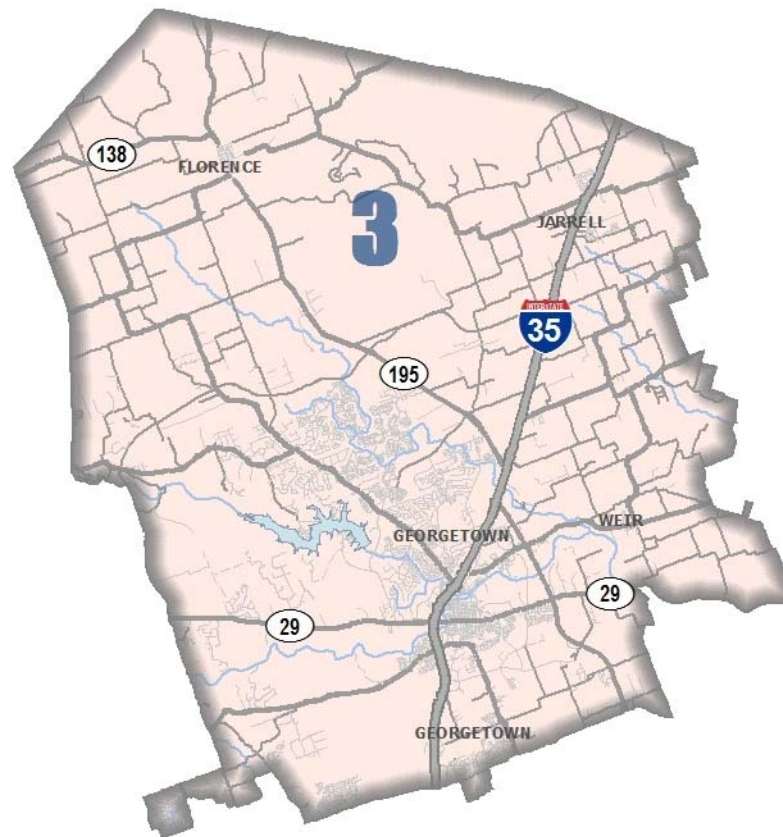
Seward Junction Improvements



Seward Junction Improvements



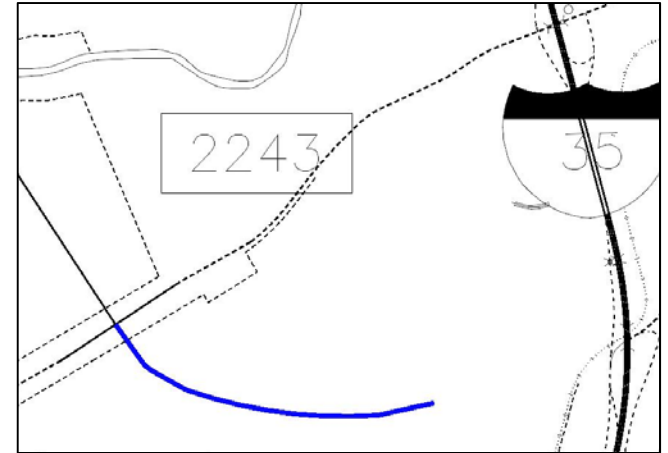
Precinct 3



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

21

Anticipated Completion
Early 2020



Original Contract Amount = \$8,087,943.77

Total Change Orders = \$0.00

Adjusted Contract Price = \$8,087,943.77

Expenditures to Date = \$5,347,545.24 (66%)

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

23



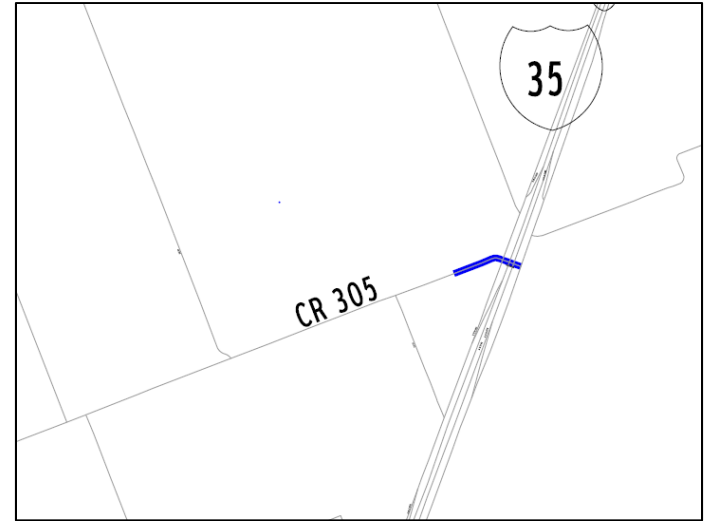
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

24



CR 305 at IH 35 (Bridge Replacement)

Anticipated Completion
Late 2019



Partnership with TxDOT

Original Contract Amount = \$6,748,948.60

Construction is managed by TxDOT

CR 305 at IH 35 (Bridge Replacement)

26



CR 305 at IH 35 (Bridge Replacement)

27



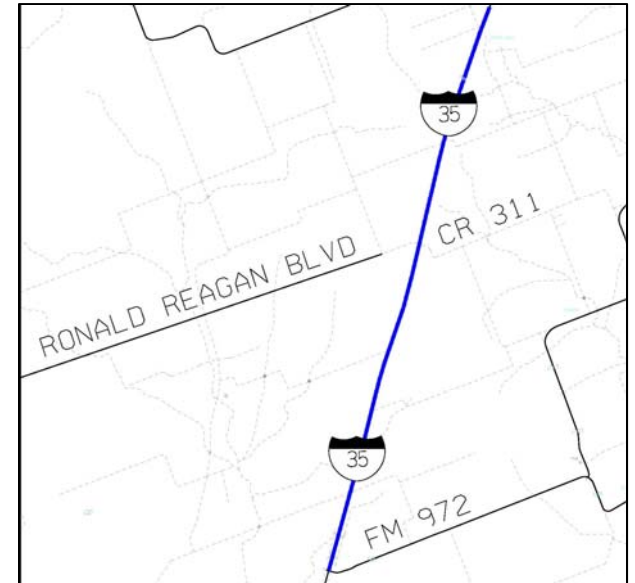
CR 305 at IH 35 (Bridge Replacement)





IH 35 Ramp Reversals and Frontage Road Conversion ²⁹

Anticipated Completion
Fall 2020



Partnership with TxDOT

Original Contract Amount = \$13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion³⁰



IH 35 Ramp Reversals and Frontage Road Conversion³¹



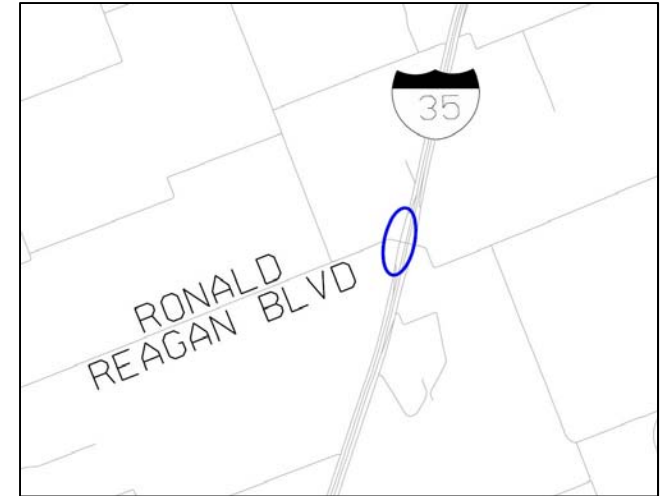
IH 35 Ramp Reversals and Frontage Road Conversion ³²



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

33

Anticipated Completion
Summer 2020



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

34



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

35



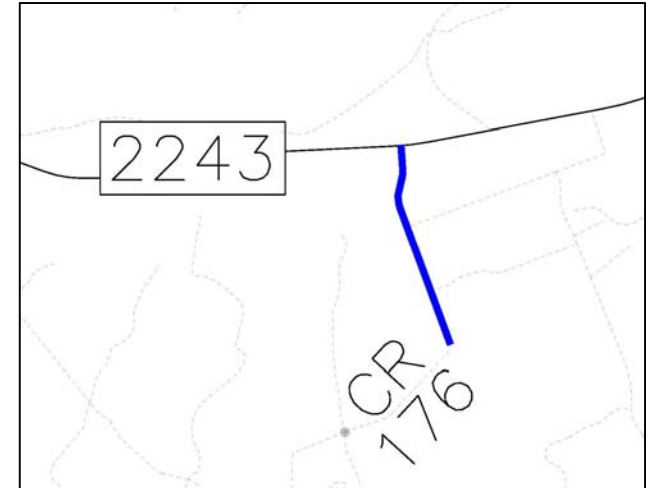
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

36



CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

Anticipated Completion
Spring 2020



Original Contract Amount = \$2,447,560.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$2,447,560.00

Expenditures to Date = \$567,710.26 (23%)

CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

38



CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

39

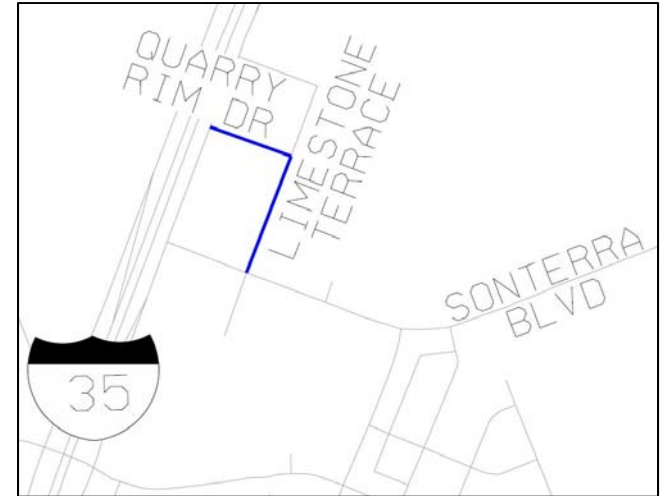


CR 176 at RM 2243 (RM 2243 to Parkside Parkway)



Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

Anticipated Completion
Spring 2020



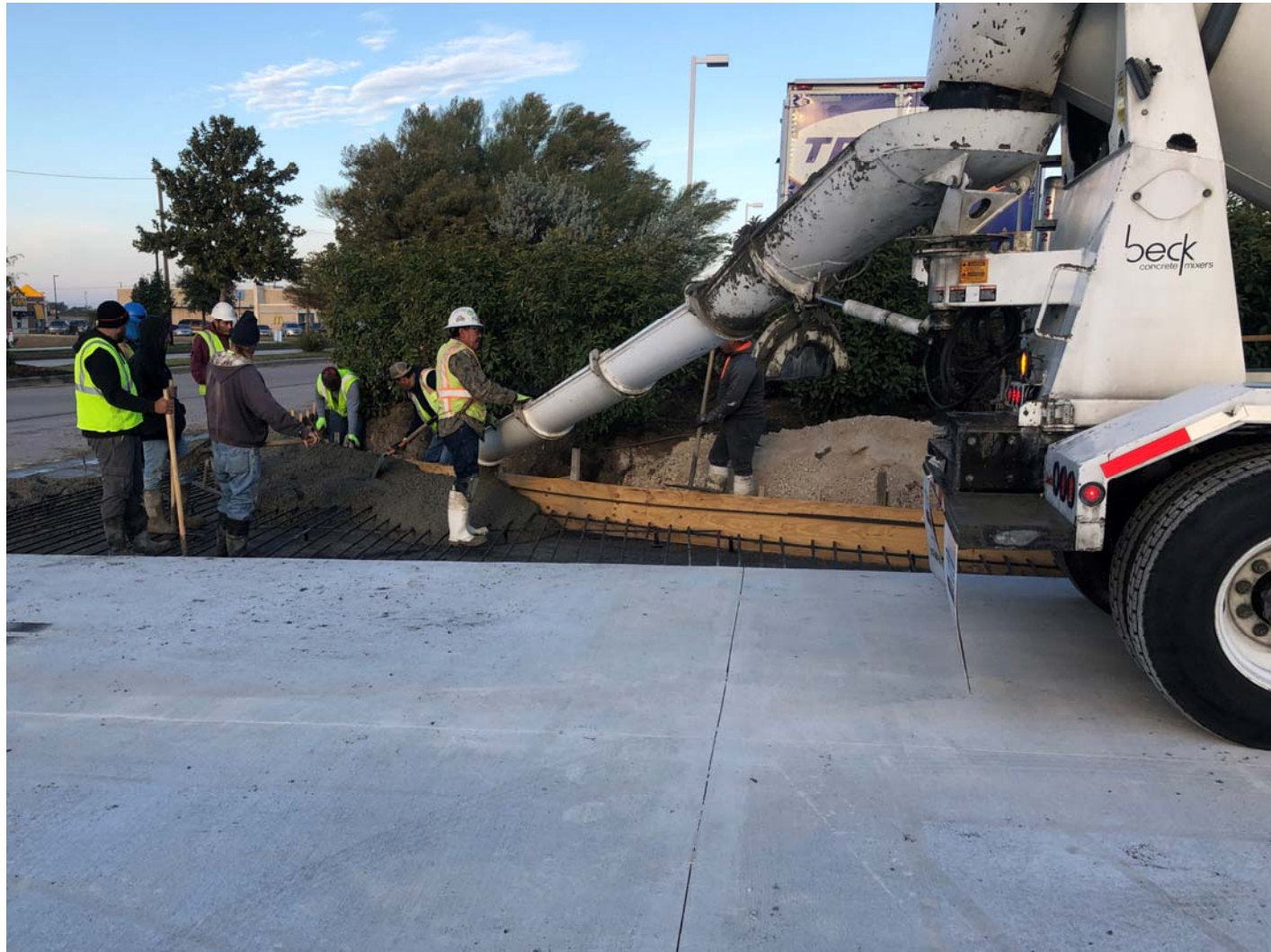
Original Contract Amount = \$1,060,707.70

Total Change Orders = \$0.00

Adjusted Contract Price = \$1,060,707.70

Expenditures to Date = \$201,666.91 (19%)

Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)



Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)

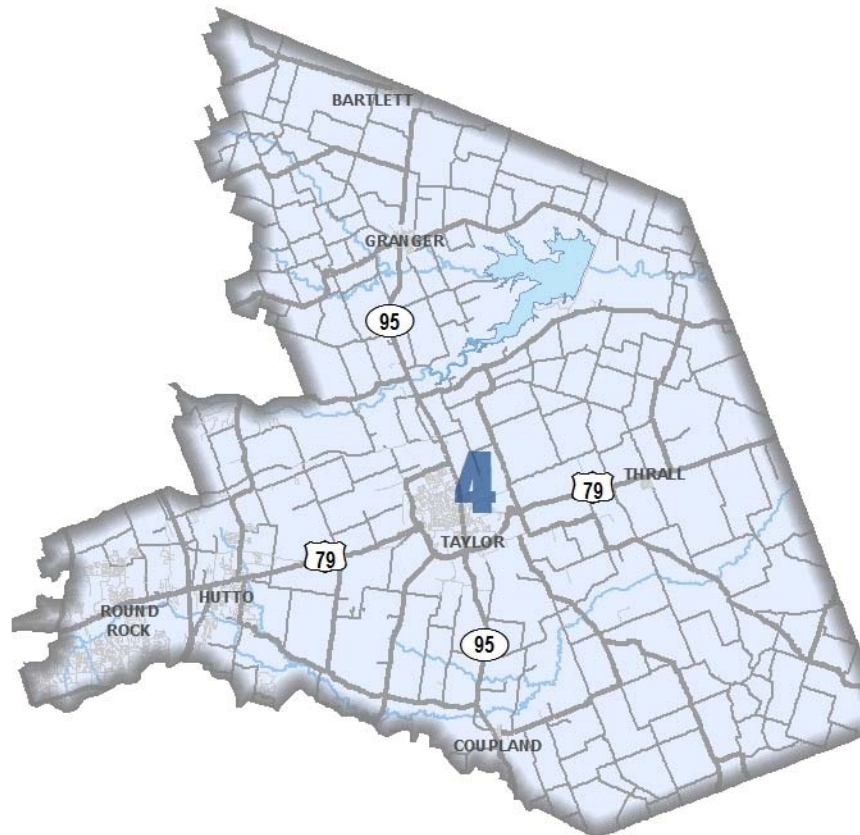
43



Limestone Terrace & Quarry Rim (Sonterra Boulevard to IH 35 Frontage Road)



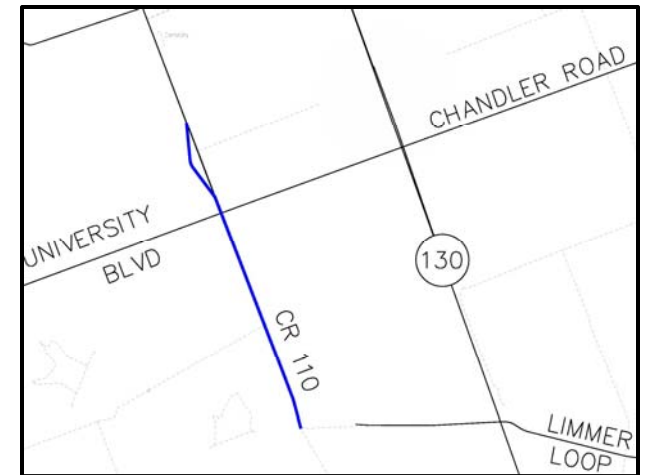
Precinct 4



CR 110 Middle (Limmer Loop to CR 107)

46

Anticipated Completion
Spring 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$66,291.83

Adjusted Contract Price = \$8,977,154.56

Expenditures to Date = \$2,476,168.11 (28%)

CR 110 Middle (Limmer Loop to CR 107)



CR 110 Middle (Limmer Loop to CR 107)



CR 110 Middle (Limmer Loop to CR 107)



Commissioners Court - Regular Session**74.****Meeting Date:** 11/19/2019

CR 366 Garver LLC Contract Amendment No 2

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 366 (Carlos G. Parker Blvd. to Chandler Rd) contract between Williamson County and Garver, LLC relating to the Road Bond Program. Project: P296. Funding Source: Road Bonds.

Background

This contract amendment updates the Exhibit D - Rate Schedule according to the CPI Rate Adjustments language in the approved contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[CR366-Garver-ContractAmendment2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/14/2019

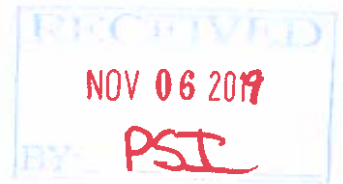
Reviewed By

Andrea Schiele

Date

11/14/2019 11:01 AM

Started On: 11/13/2019 03:01 PM



CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: Williamson County Rd. 366,
Carlos G. Parker, Blvd. to Chandler Rd. ("Project")

THIS CONTRACT AMENDMENT NO. 02 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Garver, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 13, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: 
Signature

Glenn G. Gregory, Jr.
Printed Name

Vice President
Title

Nov. 5, 2019
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

OK
m 11/9/2019

**EXHIBIT D
RATE SCHEDULE**



**APPENDIX B
CR 366**

Garver Hourly Rate Schedule: October 2019 - October 2020

Classification	Rates
Engineers / Architects	
E-1: EIT.....	\$ 104.05
E-2: Engineer.....	\$ 114.45
E-3: Design Engineer.....	\$ 147.75
E-4: Project Engineer.....	\$ 172.72
E-5: Senior Project Engineer.....	\$ 211.22
E-6: Engineering Specialist/Project Manager.....	\$ 249.72
E-7: Senior Project Manager.....	\$ 306.95
Planners / Environmental Specialist	
P-1: Planner/Environmental Specialist I	\$ 104.05
P-2: Planner/Environmental Specialist II	\$ 135.26
P-3: Planner/Environmental Specialist III	\$ 160.23
P-4: Planner/Environmental Specialist IV.....	\$ 224.75
P-6: Senior Planner/Environmental Specialist.....	\$ 296.55
Designers	
D-1: Designer/Environmental Scientist I.....	\$ 98.85
D-2: Designer/Environmental Scientist II.....	\$ 115.49
D-3: Senior Designer/Environmental Scientist.....	\$ 137.35
Technicians	
T-1: Intern.....	\$ 76.99
T-2: Technician.....	\$ 97.80
T-3: Senior Technician.....	\$ 118.61
Management/Administration	
M-1: Principal.....	\$ 343.36
X-1: Administrative Asst./ Admin Intern.....	\$ 60.34
X-2: Administrative Assistant.....	\$ 82.20
X-6: Senior Scheduler.....	\$ 222.74

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

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

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

Summary of Changes to CPI

Month	Year	CPI
Sep	2018	252.439
Sep	2019	256.759
Variance		4.320
% Variance (escalation)		1.71%



285 SE Inner Loop
Suite 110
Georgetown, TX 78626
TEL 512.485.0020
FAX 512.485.0021
www.GarverUSA.com

October 29, 2019

The Honorable Bill Gravell, Jr.
Williamson County Judge
c/o Mike Weaver
Prime Strategies Inc. (PSI)
1508 S. Lamar Blvd.
Austin, TX 78704

Re: 2019-2020 Billing Rate Schedule

Dear Judge Gravell / Mr. Weaver:

Please accept the attached proposed **2019-2020 Billing Rate Schedule** by Classification for our work under the **Professional Services Agreement (PSA)** and **Work Authorization no. 01 for Williamson County Road 366, Carlos G. Parker Blvd. to Chandler Rd.** executed on October 13th, 2017. The rate increase is in accordance with Exhibit D of the referenced PSA.

We are respectfully requesting this rate increase to be effective thirty (30) days after the date of this request, October 29th, 2019.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Glenn G. Gregory, Jr., P.E.
Vice President

Attachments: Proposed 2019-20 Rates, backup information

**EXHIBIT D
RATE SCHEDULE**



**APPENDIX B
CR 366**

Garver Hourly Rate Schedule: October 2019 - October 2020

Classification	Rates
Engineers / Architects	
E-1: EIT.....	\$ 104.05
E-2: Engineer.....	\$ 114.45
E-3: Design Engineer.....	\$ 147.75
E-4: Project Engineer.....	\$ 172.72
E-5: Senior Project Engineer.....	\$ 211.22
E-6: Engineering Specialist/Project Manager.....	\$ 249.72
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P-1: Planner/Environmental Specialist I	\$ 104.05
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P-3: Planner/Environmental Specialist III	\$ 160.23
P-4: Planner/Environmental Specialist IV.....	\$ 224.75
P-6: Senior Planner/Environmental Specialist.....	\$ 296.55
Designers	
D-1: Designer/Environmental Scientist I.....	\$ 98.85
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M-1: Principal.....	\$ 343.36
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CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

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

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

Summary of Changes to CPI

Month	Year	CPI
Sep	2018	252.439
Sep	2019	256.759
Variance		4.320
% Variance (escalation)		1.71%

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, September 2019
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Aug. 2019	Unadjusted indexes			Unadjusted percent change			Seasonally adjusted percent change					
		Sep. 2018	Aug. 2019	Sep. 2019	Sep. 2018	Aug. 2019	Sep. 2019	Jun. 2019	Jul. 2019	Aug. 2019	Sep. 2019	Oct. 2019	Nov. 2019
All items	100.000	252.439	256.558	256.759	1.7	0.1	0.1	0.3	0.1	0.1	0.0	0.0	0.0
Food	13.228	254.393	258.410	258.943	1.8	0.2	0.2	0.0	0.0	0.0	0.1	0.1	0.1
Food at home	7.170	240.125	241.153	241.543	0.6	0.2	0.2	-0.1	-0.2	-0.2	0.0	0.0	0.0
Cereals and bakery products	0.950	273.729	276.619	277.308	1.3	0.2	0.2	0.3	-0.3	-0.3	0.5	0.5	0.5
Meats, poultry, fish, and eggs	1.576	248.876	249.277	249.740	0.3	0.2	0.2	0.1	-0.7	-0.7	0.3	0.3	0.3
Dairy and related products	0.721	216.638	218.758	219.771	1.4	0.5	0.5	-0.3	0.2	0.2	0.2	0.2	0.2
Fruits and vegetables	1.260	298.432	298.600	297.309	-0.4	-0.4	-0.4	0.3	-0.5	-0.5	-1.0	-1.0	-1.0
Nonalcoholic beverages and beverage materials	0.859	168.428	170.067	170.630	1.3	0.3	0.3	-0.4	0.0	0.0	0.1	0.1	0.1
Other food at home	1.804	210.590	210.841	211.490	0.4	0.3	0.3	-0.7	0.3	0.3	0.3	0.3	0.3
Food away from home ⁽¹⁾	6.058	277.258	285.507	286.246	3.2	0.3	0.3	0.2	0.2	0.2	0.3	0.3	0.3
Energy	7.581	226.165	216.978	215.418	-4.8	-0.7	-0.7	1.3	-1.9	-1.9	-1.4	-1.4	-1.4
Energy commodities	4.217	257.575	238.431	236.493	-8.2	-0.8	-0.8	2.4	-3.3	-3.3	-2.3	-2.3	-2.3
Fuel oil	0.105	302.419	271.766	276.664	-8.5	1.8	1.8	0.6	-0.9	-0.9	-0.8	-0.8	-0.8
Motor fuel	4.044	253.432	234.746	232.658	-8.2	-0.9	-0.9	2.5	-3.4	-3.4	-2.4	-2.4	-2.4
Gasoline (all types)	3.959	252.216	233.625	231.496	-8.2	-0.9	-0.9	2.5	-3.5	-3.5	-2.4	-2.4	-2.4
Energy services	3.364	204.819	205.900	204.660	-0.1	-0.6	-0.6	0.0	-0.2	-0.2	-0.1	-0.1	-0.1
Electricity	2.639	215.536	217.811	216.938	0.7	-0.4	-0.4	0.6	-0.3	-0.3	0.0	0.0	0.0
Utility (piped) gas service	0.725	170.100	167.803	165.562	-2.7	-1.3	-1.3	-1.8	0.1	0.1	-0.7	-0.7	-0.7
All items less food and energy	79.190	258.429	264.169	264.522	2.4	0.1	0.1	0.3	0.3	0.3	0.1	0.1	0.1
Commodities less food and energy commodities	19.361	143.641	144.806	144.596	0.7	-0.1	-0.1	0.2	0.2	0.2	-0.3	-0.3	-0.3
Apparel	2.972	127.440	123.641	127.009	-3.3	2.7	2.7	0.4	-0.3	-0.3	-0.4	-0.4	-0.4
New vehicles	3.655	145.715	146.456	145.854	0.1	-0.4	-0.4	-0.2	-0.1	-0.1	-0.1	-0.1	-0.1
Used cars and trucks	2.442	135.130	144.026	138.653	2.6	-3.7	-3.7	0.9	1.1	1.1	-1.6	-1.6	-1.6
Medical care commodities	1.691	380.535	382.519	379.530	-0.3	-0.8	-0.8	0.2	0.3	0.3	-0.6	-0.6	-0.6
Alcoholic beverages	0.961	249.921	253.314	253.261	1.3	0.0	0.0	0.4	0.1	0.1	-0.3	-0.3	-0.3
Tobacco and smoking products	0.672	1065.017	1124.082	1128.109	5.9	0.4	0.4	1.0	0.5	0.5	0.6	0.6	0.6
Services less energy services	59.829	329.761	338.619	339.377	2.9	0.2	0.2	0.3	0.3	0.3	0.3	0.3	0.3
Shelter	33.408	309.702	319.679	320.569	3.5	0.3	0.3	0.3	0.2	0.2	0.3	0.3	0.3
Rent of primary residence	7.966	321.533	332.638	333.834	3.8	0.4	0.4	0.3	0.2	0.2	0.4	0.4	0.4
Owners' equivalent rent of residences ⁽²⁾	24.065	317.149	326.977	327.933	3.4	0.3	0.3	0.2	0.2	0.2	0.3	0.3	0.3
Medical care services	7.046	518.108	539.066	540.813	4.4	0.3	0.3	0.5	0.9	0.9	0.4	0.4	0.4
Physicians' services	1.709	380.928	382.858	384.454	0.9	0.4	0.4	0.2	0.0	0.0	0.4	0.4	0.4
Hospital services ⁽³⁾	2.324	332.595	339.781	339.512	2.1	-0.1	-0.1	0.5	1.4	1.4	0.0	0.0	0.0
Transportation services	5.889	322.241	324.396	324.717	0.8	0.1	0.1	0.3	0.4	0.4	0.3	0.3	0.3
Motor vehicle maintenance and repair ⁽³⁾	1.135	288.457	297.884	298.441	3.5	0.2	0.2	-0.1	0.8	0.8	0.2	0.2	0.2
Motor vehicle insurance	2.349	567.838	568.972	569.106	0.2	0.0	0.0	0.3	0.2	0.1	0.3	0.3	0.3
Airline fares	0.676	258.196	259.849	263.149	1.9	1.3	1.3	2.3	1.7	1.7	0.8	0.8	0.8

Footnotes:

(1) Not seasonally adjusted.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1996=100 base.

Commissioners Court - Regular Session**75.****Meeting Date:** 11/19/2019

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$2,000,000 to CR 101 Phase I (P269) from 2013 Road Non-Departmental (P290) of \$1,000,000 and Corridor C (P459) of \$1,000,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2013 Road Bond

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:34 AM

Started On: 11/14/2019 10:29 AM

Memo

To: Emmeline Hawkins, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Sara Greer, Williamson County Contract Auditor

From: Michael J. Weaver

Date: November 13, 2019

Re: 2013 Road Bond Budget Adjustment

The Commissioners Court recently approved the construction contract for the 2013 Road Bond Project – CR 101 (P269). Please make the following budget transfers to cover the construction award:

- Move \$1,000,000.00 from P-290 2013 Road Bond Unallocated to P-269 CR 101 Phase 1;
- Move \$1,000,000.00 from P-459 (2013 Road Bond funds) Corridor C to P-269 CR 101 Phase 1.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session**76.****Meeting Date:** 11/19/2019

PaveTex Engineering On Call WA4 Sup2

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing.

Background

This supplemental is to increase the maximum amount payable to \$198,397.32.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PaveTex Engineering On Call WA4 Sup2

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/13/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

11/12/2019 11:27 AM

11/13/2019 08:34 AM

Started On: 11/05/2019 12:57 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Geotechnical Engineering and Materials Testing

This Supplemental Work Authorization No. 2 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 4 dated effective July 31, 2018 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$98,397.32** to **\$198,397.32**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:

By:

Sarah Tahmoressi

Signature

Sarah Tahmoressi

Printed Name

Executive V.P

Title

11/5/2019

Date

COUNTY:

By:

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement between County and PaveTex Engineering & Testing, Inc. on the work schedule and authorization to proceed on assigned services. PaveTex Engineering & Testing, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session**77.****Meeting Date:** 11/19/2019

Discuss consider and take appropriate action on setting a public hearing regarding proposed amendments to the Count Subdivision Regulations

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on setting a public hearing on December 17, 2019 at 10:00 AM regarding proposed amendments to Appendix A - Platting Guidelines of the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

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: Kelly Murphy

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 11:34 AM

Started On: 11/14/2019 09:12 AM

Commissioners Court - Regular Session**78.****Meeting Date:** 11/19/2019

Termination and Settlement Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Termination and Settlement Agreement with Dana Limited regarding tax abatement.

Background

Fiscal Impact

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

Attachments

Dana Temrination and Settlement Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:47 AM

Started On: 11/14/2019 08:58 AM

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §
 §

TERMINATION AND SETTLEMENT AGREEMENT

This TERMINATION AND SETTLEMENT AGREEMENT (or “Agreement”) is made and entered into and effective as of the ____ day of _____, 2019 (the “Effective Date”) by and between the **WILLIAMSON COUNTY, TEXAS** (the “County”) and **DANA LIMITED** (“DANA”). The County and DANA are sometimes referred to herein as the “Parties.” The Parties agree as follows:

RECITALS

WHEREAS, on January 8, 2014, the County and DANA entered into a Chapter 381 Economic Development Agreement, (the “Agreement”), and which Agreement is incorporated herein by reference; and

WHEREAS, the Agreement contemplated DANA’s performance of certain requirements, including making substantial capital investment and employment of full-time employees, within the City of Cedar Park, each to be retained through February 1, 2019; and

WHEREAS, the Agreement required the County, upon DANA’s fulfillment of its performance obligations under the Tax Abatement Agreement, to reimburse a percentage of DANA’s ad valorem taxes payable to the County for the 2015 – 2019 tax years; and

WHEREAS, pursuant to the Agreement, DANA met certain performance requirements, and a total of EIGHTY-FIVE THOUSAND ONE HUNDRED AND ELEVEN and no/100 Dollars (\$85,111.12) in ad valorem taxes were abated by the County on DANA’s behalf; and

WHEREAS, subsequently, DANA failed to create and retain the requisite number of full-time primary jobs for the 2018 calendar year, resulting in DANA’s failure to perform under the Agreement; and

WHEREAS, in March of 2019, DANA permanently ceased operations at the Cedar Park Facility; and

WHEREAS, the Parties have agreed to mutually terminate the Agreement and forever settle and release any and all claims relating thereto.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants, releases, rights and obligations set forth herein, the sufficiency of which are hereby acknowledged by each party, the Parties agree as follows:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and incorporated into this Termination and Settlement Agreement for all purposes.

2. **Termination of Tax Abatement Agreement.** The Agreement is hereby terminated as of the Effective Date.

3. **Settlement Payment.** DANA shall pay to the County \$68,088 representing 80% of the amounts received by DANA under the Agreement, within fifteen (15) days of the execution of this Agreement as full and final settlement of all rights and claims thereunder.

4. **Payment of 2019 Ad Valorem Taxes.** No ad valorem tax reimbursements shall be granted henceforth DANA is solely responsible for 100% of any and all ad valorem taxes assessed on the property so long as DANA is the owner of the taxable property as described in the Agreement.

5. **Release.** The Parties DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, each other, and their successors and past or present assigns, agents, servants, employees, officers, directors, members, attorneys, insurers, parent companies, and subsidiaries, of and from any and all past or present claims, causes of action, damages, injuries, expenses, attorney's fees, liabilities, in law or in equity, of any nature whatsoever, known or unknown arising out of or related to the Agreement, including any claim by the County for interest owed under the Agreement.

6. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable.

7. **Applicable Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Williamson County, Texas.

8. **Entire Agreement.** This Agreement constitutes the sole agreement of the Parties hereto and supersedes any and all prior written or oral agreements, arrangements, or understandings between the parties.

9. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

10. **Notice.** All notices and requests from one party to the other, required under this Agreement, shall be delivered personally and e-mailed or sent by certified mail, postage prepaid, addressed to such party and e-mailed at the following addresses:

If to DANA, to:

Dana Limited
Attn: Paul Watroba
3939 Technology Drive
Maumee, Ohio 43537
paul.watroba@dana.com

With a copy to:

Dana Limited
Attn: Legal Department
3939 Technology Drive
Maumee, Ohio 43537

If to the County, to:

Williamson County
Attn: County Judge
710 Main Street, suite 101
Georgetown, Texas 78626

All notices and requests shall be deemed given on the date so delivered and e-mailed or so deposited in the mail and e-mailed, unless otherwise provided herein. Either party hereto may change its address for notice by sending written notice of such change to the other in the manner provided.

11. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document.

IN WITNESS WHEREOF, the Parties have caused this Termination and Settlement Agreement to be duly executed as of the Effective Date:

DANA LIMITED

By: 
Name: Eric Blair
Title: Asst. Treasurer

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

Nancy Rister, County Clerk

Commissioners Court - Regular Session**79.****Meeting Date:** 11/19/2019

Order Approving Construction

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Order of the Williamson County Commissioners Court Approving a Construction Contract for a Roadway and Related Improvements Within the Avery Centre Road District #1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsOrder Approving Construction

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:47 AM

Started On: 11/14/2019 09:00 AM

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT APPROVING A CONSTRUCTION CONTRACT FOR A ROADWAY AND RELATED IMPROVEMENTS WITHIN THE AVERY CENTRE ROAD DISTRICT #1

WHEREAS, on January 21, 2009, the Commissioners Court of Williamson County, Texas, created the Avery Centre Road District #1 (the "District"), and

WHEREAS, Chapter 257.003 of the Texas Transportation Code requires the County to approve construction contracts for roadways within the District for which reimbursements may be requested,

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS, THAT:**

SECTION 1. The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court hereby approves the construction contract for the construction of Wallin Bradley Drive within the District to JL Construction, Inc.

SECTION 3. The reimbursements as stated in the Agreement must still be approved by the District after the roadway is accepted by the County or City of Round Rock.

SECTION 4. The County Judge is hereby authorized to sign this Order on behalf of the County.

ORDERED this ____ day of _____, 2019

WILLIAMSON COUNTY:

Bill Gravell, Jr., County Judge

ATTEST: _____
Nancy Rister, County Clerk

Commissioners Court - Regular Session**80.****Meeting Date:** 11/19/2019

Resolution

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Resolution for TXDOT AFA for Locally Funded Road & Bridge Improvement Project for a new bridge over SH 130 at Corridor C and a left turn lane at SH 29 and Corridor C.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[TXDOT Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:44 AM

Started On: 11/14/2019 09:02 AM

STATE OF TEXAS

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 23rd day of April 2019, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Advance Funding Agreement with TXDOT for Locally Funded Road and Bridge Improvement Project On-System. Which will allow for design and environmental clearance for a new bridge over SH 130 at Corridor C, and the design and environmental clearance for a left turn land at SH 29 and Corridor C Phase 1 in Williamson County, Texas

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 2019.

Bill Gravell Jr., County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**81.****Meeting Date:** 11/19/2019

Advance Funding Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Advance Funding Agreement with TXDOT for Locally Funded Road & Bridge Improvement Project On-System for design and environmental clearance for a new bridge over SH 130 at Corridor C, and the design and environmental clearance for left turn lane at SH 29 and Corridor C Phase 1, in Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAFA- Corridor C

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:49 AM

Started On: 11/14/2019 09:04 AM

CSJ #	0337-02-050, 0440-05-011
District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Locally Funded Road and Bridge Improvement Project
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **County of Williamson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **design and environmental clearance for a new bridge over SH 130 at Corridor C, and the design and environmental clearance for left turn lane at SH 29 and Corridor C Phase 1, in Williamson County, Texas**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement.

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Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	N/A	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of:

- a. **CSJ 0337-02-050**: the design and environmental clearance for left turn lane at SH 29 and Corridor C Phase 1, as shown on Attachment B-1.
- b. **CSJ 0440-05-011**: design and environmental clearance for a new bridge over SH 130 at Corridor C, in Williamson County as shown on Attachment B-2. described as "Project".

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with

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applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

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- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

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- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.

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- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

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- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property. NA

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Williamson ATTN: County Judge 710 Main Street, #101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for

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seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ #	0337-02-050, 0440-05-011
District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Bill Gravell, Jr.

Typed or Printed Name

County Judge

Typed or Printed Title

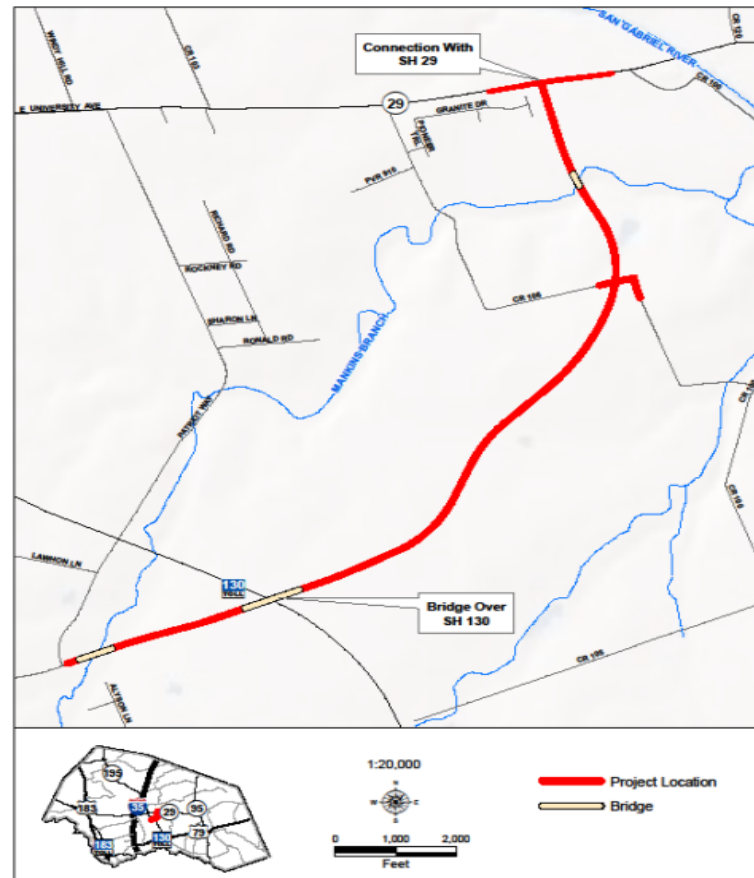
Date

CSJ #	0337-02-050, 0440-05-011
District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study

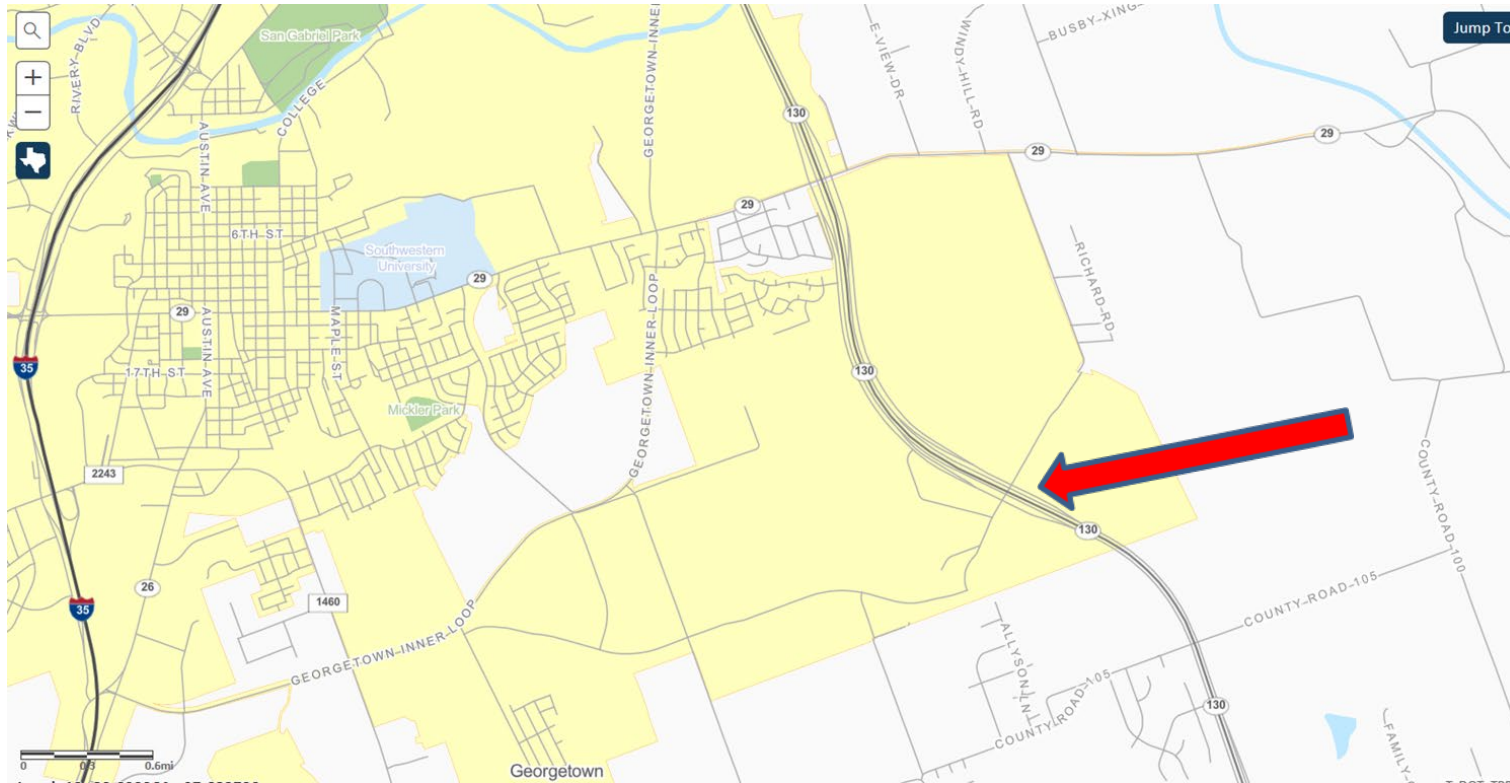
ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

CSJ #	0337-02-050, 0440-05-011
District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study

ATTACHMENT B-1 LOCATION MAP SHOWING PROJECT



CSJ #	0337-02-050, 0440-05-011
District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study



ATTACHMENT B-2 LOCATION MAP SHOWING PROJECT

CSJ #	0337-02-050, 0440-05-011
District #	14-AUS
Code Chart 64 #	50246
Project Name	SH 29 at CR 106 and SH 130 Bridge Study

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding.
The Local Government is responsible for 100% of any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering & Env. (by Local Government) CSJ 0337-02-050	\$330,000	0%	\$0	100%	\$330,000
Environmental & Env. (by Local Government) CSJ 0440-05-011	\$330,000	0%	\$0	100%	\$330,000
Subtotal	\$660,000		\$0		\$660,000
Environmental Direct State Costs	\$4,950	100%	\$4,950	0%	\$0
Right of Way Direct State Costs	\$0	100%	\$2,475	0%	\$0
Engineering Direct State Costs	\$23,100	100%	\$23,100	0%	\$0
Utility Direct State Costs	\$2,475	100%	\$2,475	0%	\$0
Construction Direct State Costs	\$0	0%	\$0	0%	\$0
Indirect State Costs (5.33%)	\$35,178	100%	\$35,178	0%	\$0
TOTAL	\$725,703		\$65,703		\$660,000

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00. This is an estimate.

The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**82.****Meeting Date:** 11/19/2019

Order- Somerset Hills Road District

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Order of the Williamson County Commissioners Court Approving Construction Contracts for the Roadways and Related Improvements Within the Somerset Hills Road District #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsOrder- Somerset Hills Road District #3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:51 AM

Started On: 11/14/2019 09:09 AM

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT APPROVING CONSTRUCTION CONTRACTS FOR ROADWAYS AND RELATED IMPROVEMENTS WITHIN THE SOMERSET HILLS ROAD DISTRICT #3

WHEREAS, on _____ the Commissioners Court of Williamson County, Texas, created the Somerset Hills Road District #3 (the “District”), and

WHEREAS, on January 21, 2012, the County approved an Amended and Restated Development Agreement (the “Amended Agreement”) regarding the District, and

WHEREAS, Chapter 257.003 of the Texas Transportation Code requires the County to approve construction contracts for roadways within the District for which reimbursements may be requested,

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS, THAT:**

SECTION 1. The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court hereby approves the construction contracts for the construction of the following improvements within the District, to-wit: Exhibit “A”

SECTION 3. The reimbursements as stated in the Amended Agreement must still be approved by the District after the roadways are accepted by the County.

SECTION 4. The County Judge is hereby authorized to sign this Order on behalf of the County.

ORDERED this ____ day of _____, 2019

WILLIAMSON COUNTY:

Bill Gravell, Jr., County Judge

ATTEST: _____
Nancy Rister, County Clerk

Exhibit "A"

CONTRACTS

FENCECRETE CONTRACTS

1. Highland Village Phase I (Phase 1A)

Parties: GTB Development, Inc. and FenceCrete America, Inc.

Improvements: Supply and install high vertical wood style precast concrete fencing and high view fencing and supply and construct 35 masonry columns.

Contract Price: \$418,196.26

2. Highland Village Phase II (Phase 1B)

Parties: GTB Development, Inc. and FenceCrete America, Inc.

Improvements: Supply and install high vertical wood style precast concrete fencing and supply and construct main entry sign.

Contract Price: \$112,277.40

PERFECT CUTS CONTRACTS

1. Highland Village Exterior Contract

Parties: GTB Development, Inc. and Perfect Cuts Landscape & Maintenance

Improvements: Exterior Plants and other bid items (sod, edging, irrigation, dirtwork, rocks, boulders)

Contract Price: \$201,308.63

2. Highland Village Interior Contract

Parties: GTB Development, Inc. and Perfect Cuts Landscape & Maintenance

Improvements: Plants and other bid items (sod, irrigation, dirtwork)

Contract Price: \$79,139.24

Commissioners Court - Regular Session**83.****Meeting Date:** 11/19/2019

SE Loop Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Juan and Thelma Guzman for right of way needed on the SE Loop project (Parcel 18). Funding- Road Bond P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Guzman Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:53 AM

Started On: 11/14/2019 09:11 AM

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JUAN CARLOS GUZMAN and THELMA GUZMAN (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

Lot 2, Block B-1, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that General Warranty Deed with Vendor's Lien to Juan Carlos Guzman and Thelma Guzman, husband and wife, recorded as Document No. 2002053556, Official Records of Williamson County, Texas (Parcel 18);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$225,000.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

4.02. By execution of this Contract Seller confirms and acknowledges that although all or portions of the Property being conveyed has been identified for potential future right of way on the Williamson County Corridor Plan, this purchase and sale is voluntary on the part of Seller, is being made in advance of any formally approved program or project, and is NOT being made with the intent or under the threat of condemnation or involuntary displacement by Purchaser or any other agency.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before December 6, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property, subject to Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.
- (b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term not to exceed twelve (12) months, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B".

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

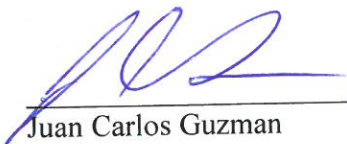
Effective Date

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

Counterparts

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

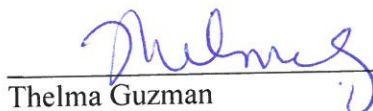
SELLER:



Juan Carlos Guzman

Address: 102 Dana Drive, Hutto Tx 78634

Date: 11-8-19



Thelma Guzman

Address: 102 Dana Drive, Hutto Tx 78634

Date: 11/08/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

Exhibit "A"

Parcel 18

DEED
Corridor SE Loop

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

Lot 2, Block B-1, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that General Warranty Deed with Vendor's Lien to Juan Carlos Guzman and Thelma Guzman, husband and wife, recorded as Document No. 2002053556, Official Records of Williamson County, Texas (Parcel 18)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

GRANTOR:

Juan Carlos Guzman

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Juan Carlos Guzman, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Thelma Guzman

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Thelma, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and JUAN CARLOS GUZMAN AND THELMA GUZMAN, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain plot of land with the dwelling thereon known and described as Lot 2, Block B, Lakeside Estates Section 2, also known as 102 Dana Drive, Hutto, Texas 78634 (hereinafter referred to as the "Premises"), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall be one (1) year commencing on , 2019 ("Commencement Date") and ending on , 2020 at 11:59 p.m. ("Termination Date").
2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand and No/100 Dollars (\$1,000.00) ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the day of , 2019, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.
3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.
4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best

Initialed for Identification by Tenants: S, Th and Landlord ,

interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

8. NUMBER OCCUPANTS. Without prior approval and consent from Landlord the

Initialed for Identification by Tenants: S, Th and Landlord _____, _____

Premises may be occupied by no more than 5 persons, consisting of 2 adults and 3 children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. **CONDITION OF PREMISES.** TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN

Initialed for Identification by Tenants: SL, TH and Landlord _____, _____

48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

Initialed for Identification by Tenants: , , and Landlord ,

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as it finds the Premises upon entry, reasonable wear and tear excepted; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable

Initialed for Identification by Tenants: g, th and Landlord _____, _____

wear and tear excepted..

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. **SECURITY DEVICES AND EXTERIOR DOOR LOCKS.** The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. **SMOKE DETECTORS.** The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. **VEHICLES.** Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. **LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

23. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all

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advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. **LIABILITY.** UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLIGENCE OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

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27. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.

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29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee

Address of Designee

_____,

Telephone number of designee

() -

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;

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- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other

Initialed for Identification by Tenants:  _____, _____,  _____, _____ and Landlord _____, _____

party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313

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Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 102 Dana Drive
Hutto, Texas 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

43. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

44. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

45. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord

Initialed for Identification by Tenants: , , and Landlord ,

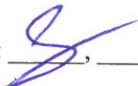

does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

46. **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 Lease. 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.

47. **PRO-RATA PROPORTIONS.** If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

48. **EXECUTION IN COUNTERPARTS.** This Lease 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.

49. **BINDING EFFECT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Initialed for Identification by Tenants: , , and Landlord _____, _____

Signed, sealed and delivered this _____, 2019.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Initialed for Identification by Tenants: , , and Landlord ,

TENANT:

By: _____

Juan Carlos Guzman

By: _____

Thelma Guzman

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;
- (2) Have the condition repaired or remedied;
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Initialed for Identification by Tenants: S, Th, _____ and Landlord _____, _____

SCHEDULE "A"
INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	<u>Beginning Condition</u>	<u>Ending Condition</u>
<i>Living Room</i>		
Door (including locks)	_____	_____
Patio door	_____	_____
Screen door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and switches	_____	_____
<i>Dining Room</i>		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
<i>Entry</i>		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/floor	_____	_____
<i>Hallway</i>		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____

Switches and plugs	_____	_____
<i>Hall Closet</i>		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/floor	_____	_____
<i>Kitchen</i>		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Stove/oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Countertop	_____	_____
<i>Bedroom #1</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bedroom #2</i>		
Door	_____	_____

Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bedroom #3</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bathroom</i>		
Door	_____	_____
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____

Basement

Door	_____	_____
Furnace	_____	_____
General area	_____	_____
Stairway	_____	_____
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the rental property located at 128 Estate Cove, Hutto, Texas 78634.

Beginning Condition Inventory Checklist made on _____, 20____.

Ending Condition Inventory Checklist made on _____, 20____.

Landlord's Lease Administrator

Tenant

Commissioners Court - Regular Session**84.****Meeting Date:** 11/19/2019

SE Loop Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Henry and Jessica Tso for right of way needed on the SE Loop project (Parcel 10). Funding- Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTSO Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:54 AM

Started On: 11/14/2019 09:15 AM

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HENRY TSO and JESSICA TSO (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

Lot 30, Block B, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that General Warranty Deed to Henry Tso and wife, Jessica Tso, recorded as Document No. 2005035478, Official Records of Williamson County, Texas (Parcel 10);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED TEN THOUSAND and 00/100 Dollars (\$310,000.00).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

4.02. By execution of this Contract Seller confirms and acknowledges that although all or portions of the Property being conveyed has been identified for potential future right of way on the Williamson County Corridor Plan, this purchase and sale is voluntary on the part of Seller, is being made in advance of any formally approved program or project, and is NOT being made with the intent or under the threat of condemnation or involuntary displacement by Purchaser or any other agency.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before December 1, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

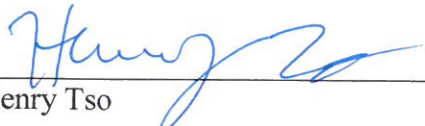
8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

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


[signature page follows]

SELLERS:



Henry Tso
Date: Nov 2, 2019

Address: 131 Estate Cove
Hutto, Texas 78634



Jessica Tso
Date: Nov 2, 2019

Address: 131 Estate Cove
Hutto, Texas 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

Exhibit "A"

Parcel 10

DEED
Corridor SE Loop

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

Lot 30, Block B, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that General Warranty Deed to Henry Tso and wife, Jessica Tso, recorded as Document No. 2005035478, Official Records of Williamson County, Texas (Parcel 10);

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

GRANTORS:

Henry Tso

Jessica Tso

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Henry and Jessica Tso, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**85.****Meeting Date:** 11/19/2019

SE Loop Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Travis Dixon for right of way needed on the SE Loop project (Parcel 16). Funding- Road Bonds P463

Background

Fiscal Impact

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

AttachmentsDixon Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:55 AM

Started On: 11/14/2019 09:17 AM

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TRAVIS DIXON (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

Lot 4, Block B-1, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that Warranty Deed with Vendor's Lien to Travis Dixon, unmarried, recorded as Document No. 2017102601, Official Records of Williamson County, Texas (Parcel 16);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED FIFTY SEVEN and 48/100 Dollars (\$234,557.48).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

4.02. By execution of this Contract Seller confirms and acknowledges that although all or portions of the Property being conveyed has been identified for potential future right of way on the Williamson County Corridor Plan, this purchase and sale is voluntary on the part of Seller, is being made in advance of any formally approved program or project, and is NOT being made with the intent or under the threat of condemnation or involuntary displacement by Purchaser or any other agency.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before December 1, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property, subject to Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.
- (b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term not to exceed twelve (12) months, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B".

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

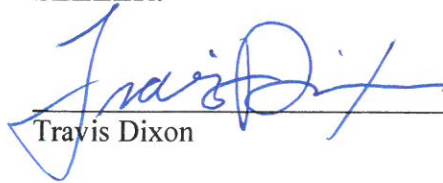
Effective Date

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

Counterparts

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

SELLER:



Travis Dixon

Address: 106 Dana Drive, Hutto Tx 78634

Date: 11/4/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

Exhibit "A"

Parcel 16

DEED
Corridor SE Loop

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

Lot 4, Block B-1, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that Warranty Deed with Vendor's Lien to Travis Dixon, unmarried, recorded as Document No. 2017102601, Official Records of Williamson County, Texas

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

GRANTOR:

Travis Dixon

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Travis Dixon, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Exhibit "B"

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and TRAVIS DIXON, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain plot of land with the dwelling thereon known and described as Lot 4, Block B-1, Lakeside Estates Section 2, also known as 106 Dana Drive, Hutto, Texas 78634 (hereinafter referred to as the "Premises"), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall be one (1) year commencing on _____, 2019 ("Commencement Date") and ending on _____, 2020 at 11:59 p.m. ("Termination Date").
2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand and No/100 Dollars (\$1,000.00) ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the _____ day of _____, 2019, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.
3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

8. NUMBER OCCUPANTS. Without prior approval and consent from Landlord the

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

Premises may be occupied by no more than 5 persons, consisting of 2 adults and 3 children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. **CONDITION OF PREMISES.** TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS **SCHEDULE "A"**, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT'S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT'S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord's personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

15. CARE AND MAINTENANCE. Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as it finds the Premises upon entry, reasonable wear and tear excepted; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. INSURANCE. Landlord shall not be obligated to carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

wear and tear excepted..

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. **SECURITY DEVICES AND EXTERIOR DOOR LOCKS.** The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. **SMOKE DETECTORS.** The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. **VEHICLES.** Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. **LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

23. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. **LIABILITY.** UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

27. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee

Address of Designee

_____,

Telephone number of designee

() ____ - _____

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 106 Dana Drive
Hutto, Texas 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Sixty (60) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

43. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

44. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

45. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

46. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

47. 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 Lease. 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.

48. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

49. EXECUTION IN COUNTERPARTS. This Lease 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.

50. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

Signed, sealed and delivered this _____, 2019.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravel, Jr.,
Williamson County Judge

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

TENANT:

By: _____

Travis Dixon

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

- (1) Terminate the lease;**
- (2) Have the condition repaired or remedied;**
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and**
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.**

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;**
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and**
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).**

Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord _____, _____

SCHEDULE "A"

INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	<u>Beginning Condition</u>	<u>Ending Condition</u>
<i>Living Room</i>		
Door (including locks)	_____	_____
Patio door	_____	_____
Screen door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and switches	_____	_____
<i>Dining Room</i>		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
<i>Entry</i>		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/floor	_____	_____
<i>Hallway</i>		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____

Switches and plugs	_____	_____
<i>Hall Closet</i>		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/floor	_____	_____
<i>Kitchen</i>		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Stove/oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Countertop	_____	_____
<i>Bedroom #1</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bedroom #2</i>		
Door	_____	_____

Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bedroom #3</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Closet	_____	_____
<i>Bathroom</i>		
Door	_____	_____
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____

Basement

Door	_____	_____
Furnace	_____	_____
General area	_____	_____
Stairway	_____	_____
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the rental property located at 128 Estate Cove, Hutto,
Texas 78634.

Beginning Condition Inventory Checklist made on _____, 20____.

Ending Condition Inventory Checklist made on _____, 20____.

Landlord's Lease Administrator

Tenant

Commissioners Court - Regular Session**86.****Meeting Date:** 11/19/2019

Corridor C Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with La Miraj, Ltd. for right of way needed on the Corridor C project (Parcel 5). Funding- Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[La Miraj Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:29 AM

Started On: 11/14/2019 09:18 AM

REAL ESTATE CONTRACT

Corridor C—SH29 Bypass

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

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.845 acre (36,827 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 5)**;

All of that certain 0.231 acre (10,080 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 5 Part 2)**;

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWENTY-FIVE THOUSAND ONE HUNDRED TEN and 00/100 Dollars (\$25,110.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before November 30, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or

within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms

and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

LA MIRAJ, LTD.

By: Ritmar, Inc.,

Its General Partner

By: Raja Malkani

Address: 7904 Brightman Ln.

Name: Raja Malkani

Austin, TX 78733-3434

Its: President

Date: 10/3/2019

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

DEED
Corridor C—SH29 Bypass

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 0.845 acre (36,827 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

All of that certain 0.231 acre (10,080 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 Part 2**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A" and "B", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 31 day of October, 2019.

GRANTOR:

LA MIRAJ, LTD.

By: Ritmar, Inc.,
Its General Partner

By: Raja Malkani

Name: Raja Malkani

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 31 day of October, 2019 by RATAI MALKANI, in the capacity and for the purposes and consideration recited therein.



[Signature]
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

87.

Meeting Date: 11/19/2019

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 SE Loop.
- 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: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:31 AM

Started On: 11/14/2019 09:26 AM

Commissioners Court - Regular Session**88.****Meeting Date:** 11/19/2019

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: 11/14/2019

Reviewed By

Andrea Schiele

Date

11/14/2019 10:31 AM

Started On: 11/14/2019 09:27 AM