NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 1, 2020
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 – 70)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > $5,000	$52,700.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$52,700.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	$10,000

To	0100-0540-003200	Medical Supplies	$10,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004932	Trial Expense	$15,000
To	0100-0440-004125	Transcripts	$15,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003100	Office Supplies	$3700.00
To	0100-0440-003005	Office Furniture	$3700.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Legislative Dollars	$10,067.58
To	0100.0475.003005	Office Furniture < $5,000	$3,000.00
To	0100.0475.004210	Internet/Email Svs	$428.98
To	0100.0475.003011	Computer Software	$4,888.60
To	0100.0475.003006	Office Equipment < $5,000	$150.00
To	0100.0475.003901	Publications/Books/Periodicals	$600.00
To	0100.0475.004212	Postage	$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.003900	Membership Dues	$2,300.00
TO	0100.0560.004510	Facility Maintenence	$2,300.00

10. Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004500	Maintenance Contracts	$2500.00
To	0100-0542-003001	Small Equipment & Supplies	$2500.00

11. Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004500	Maintenance Contracts	$1,000.00
To	0100-0542-003110	Other Supplies	$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0551.003010	CON 1 Computer Equip	$1,800
TO	0100.0551.003008	CON 1 LE Equip	$1,800

13. Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004100	Professional Services	$5,000
From	0100-0510-004311	Advertising - General	$3,000
From	0100-0510-004500	Maintenance Services	$1,500
From	0100-0510-004962	Janitorial Services	$8,150
From	0100-0510-005003	Equipment > $5,000	$6,500
To	0100-0510-003001	Small Equipment & Tools	$14,000
To	0100-0510-003102	Safety Supplies	$2,000
To	0100-0510-004510	Facility Repairs	$8,150

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003318	Janitorial Supplies	$600.00
To	0100.0509.004990	Solid Waster Mgmt/Recycling	$600.00
From	0100.0509.003005	Office Furniture	$4,167.80
From	0100.0509.003011	Computer Software	$3,866.12
From	0100.0509.003105	Paper Supplies	$1,865.49
From	0100.0509.004512	Kitchen Maint & Repair	$5,914.45
To	0100.0509.004510	Facility Maintenance & Repair	$24,914.99
To	0100.0509.005700	Vehicles >$5,000	$898.87

15. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 08/01/2020 through 08/26/2020.

16. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 08/01/2020 through 08/26/2020.

17. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Chevrolet Tahoe and one (1) HP DesignJet Plotter, pursuant to Tx. Local Gov't Code 263.152.

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

19. Discuss, consider and take appropriate action regarding the approval of Civil Process & Sheriff Fees for 2021.

20. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between North San Gabriel Municipal Utility District No. 1 and the County of Williamson, Texas.

21. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between North San Gabriel Municipal Utility District No. 2 and the County of Williamson, Texas.

22. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Cool Water Municipal Utility District and the County of Williamson, Texas.

23. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 29 and the County of Williamson, Texas.

24. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 28 and the County of Williamson, Texas.

25. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Northwest Williamson County Municipal Utility District No. 2 and the County of Williamson, Texas.

26. Discuss, consider and take action on approving the MOA between Texas Forest Service (TFS) and the Office of Emergency Management (OEM) for deploying during a disaster or incident within the state when requested.

27. Discuss, consider and take action to fund expenses associated with State Covid Test Sites from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding budget.

28. Discuss, consider and take appropriate action on Verizon Letter of Agreement for Enterprise Messaging

29. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Anderson Mill Limited District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

30. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Highlands at Mayfield Ranch Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

31. Discuss, consider and take appropriate action to accept a donation of 4 cases of bottled water and a small box of face masks for the Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

32. Discuss, consider and take appropriate action to accept a donation of (7) 30 ft. trailing leads for the Sheriff's Office K9s from Linda and Angela Caffey pursuant to Tex. Loc. Gov't. Code 81.032.

33. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulam Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $79,200 for the term of October 1, 2020 – September 30, 2021 and authorizing execution of the renewal agreement.

34. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $93,500.00 for the term of October 1, 2020 - September 30, 2021 and authorizing execution of the renewal agreement.

35. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $90,195.60 for the term of October 1, 2020 – September 30, 2021 and authorizing execution of the renewal agreement.

36. Discuss, consider and take appropriate action on approving the quotation from Vetted Security Solutions for License Plate Recognition (LPR) trailer cameras and CCTV trailer upgrade in the amount of $12,070 pursuant to GSA Contract #GS-07F-0031W, and authorizing execution of the quote.

37. Discuss, consider and take appropriate action on approving the proposal from Knight Security Systems, LLC. for a security addition in the amount of $1,634.42 pursuant to DIR Contract #DIR-TSO-3430, and authorizing execution of the proposal.

38. Discuss, consider and take appropriate action on approving the purchase of election supplies from Election Systems & Software in the amount of $72,367.50, pursuant to BuyBoard Contract #542-17.

39. Discuss, consider and take appropriate action on approving the change request for an increase of $10,516.50 from the original cost of $79,996.10 to Laserfiche Support Renewal 2020, between Williamson County and MCCI, originally approved by Commissioner's Court on 1/28/2020, Agenda Item #18, and authorizing execution of the change request.

40. Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corp for two (2) copiers for Williamson County JP Pct #2, one (1) in the amount of $113.58 per month, the 2nd in the amount of $162.58 per month, pursuant to DIR Contract #DIR-CPO-4433.

41. Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corp for two (2) copiers for the Williamson County District Clerk Office, one (1) in the amount of $192.29 per month, the 2nd in the amount of $206.29 per month, pursuant to DIR Contract #DIR-CPO-4433.

42. Discuss, consider and take appropriate action on approving copier renewal lease with Sharp Electronics Corp for Williamson County Court at Law #4, in the amount of $59.98 per month, pursuant to DIR contract #DIR -TSO-3155.

43. Discuss, consider and take appropriate action on approving the extension of contract #1606-098, Blackland Farm Lease, for the same pricing, terms and conditions as the existing contract, with an annual price of $21,722.39, for the term of October 1, 2020 - September 30, 2021, with Ross Emory Stromberg, Jr. and authorizing execution of the renewal agreement.

44. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for On-Call Environmental Services (WCCF) under RFQ #T1710.

45. Discuss, consider and take appropriate action on approving the extension of ATM Services Contract #1806-243, renewal option period 2, for the same pricing, terms and conditions as the existing contract with Preferred ATM Services, LLC, for the term September 11, 2020 - September 10, 2021 and authorizing execution of the renewal agreement.

46. Discuss, consider and take appropriate action on approving the purchase of replacement chairs for courtrooms located at the Williamson County Justice Center in the amount of $87,070.44 and removal of all existing chairs in the amount of $6,400 for a total of $93,470.44 from Facilities Resource, Inc. per the terms of TIPS Contract #180305 and authorizing execution of the proposal.

47. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Amstar, Inc. to provide paint interior and replace carpet and base cove at the Williamson County Georgetown Health Clinic in the amount of $95,946.68 per the terms of Sourcewell Contract #TX-CT-GC-121819-AMS and authorizing execution of the agreement.

48. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Gary & Annette Maruska d/b/a Aladdin Carpet & Interiors to provide the removal of existing carpet and installation of new carpet at the Williamson County Museum on the Georgetown Square in the amount of $6,975.00 and authorizing execution of the agreement.

49. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Texas Cutting & Coring, L. P. to create a new opening for a drop box at the Georgetown Tax Office in the amount of $2,475.00 and authorizing execution of the agreement.

50. Discuss, consider and take appropriate action on allocating to J. Harkins Company a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Animal Shelter Renovation Project, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

51. Discuss, consider and take appropriate action authorizing the use of 321 Ed Schmidt Blvd., Suite 100, Hutto, for purposes of the Fall 2020 Election Cycle as a Public Polling Place.

52. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Georgetown Annex, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

53. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County North Campus Facility Project, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

54. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #12 in the amount of $1,671.00. This change order is being funded by owner's contingency from within the original project budget.

55. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #13 in the amount of ($1,990.00.) This change order is being credited to owner's contingency from within the original project budget.

56. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #14 in the amount of $5,179.00. If additional coat is required, there would be an additional fee of $1,670.00. This change order is being funded by owner's contingency from within the original project budget.

57. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #15 in the amount of $3,042.12. This change order is being funded by owner's contingency from within the original project budget.

58. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #16 in the amount of $15,965.00. This change order is being funded by owner's contingency from within the original project budget.

59. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $-580.50 for Limestone Terrace (ProDirt Services), a Road & Bridge project in Commissioner Pct. 3.
P: 481 Source: Road & Bridge

60. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $-20,693.24 for San Gabriel Ranch Road (A Greater Austin Development), a Road & Bridge project in Commissioner Pct. 2.
P: 439 Funding: Road & Bridge

61. Discuss, consider and take appropriate action on ratifying Blanket PO #175336 for hail damage repair to Williamson County vehicles in the amount of $100,000.

62. Discuss, consider and take appropriate action on approving the extension of Flex Base Materials Contract #1806-242, renewal period 2, for the same pricing, terms and conditions as the existing contract that was awarded to Industrial Asphalt, LLC as the primary vendor, and Vulcan Constructions Materials as the secondary vendor for the term of September 12, 2020 - September 11, 2021 and authorizing execution of the renewal agreements.

63. Discuss, consider and take appropriate action on approving the extension of Metal Beam Guard Fence Contract #1806-237, renewal period 2, for the same pricing, terms and conditions as the existing contract for the term of September 8, 2020 – September 7, 2021, with RHB Construction and authorizing execution of the renewal agreement.

64. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corridor H – Sam Bass Rd Traffic Signal Improvements under IFB #T1740. Funding source P462

65. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Southeast Loop at Lakeside - Phase 1 Demo under IFB #T1746. Funding source project P463

66. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Hauling under IFB #T1707.

67. Discuss, consider and take appropriate action on approval of the replat of Lot 9 Block A Teravista Com 24 subdivision - Precinct 3.

68. Discuss, consider and take appropriate action on approval of the final plat for the L R Williams Business Park Phase 3 subdivision – Precinct 3.

69. Discuss, consider and take appropriate action on approval of the preliminary plat for the Sunset Ridge subdivision – Precinct 2.

70. Discuss, consider and take appropriate action on approval of the final plat for the Eiben Point subdivision – Precinct 4.

REGULAR AGENDA

71. Discuss, consider and take appropriate action on a resolution supporting the City of Georgetown's expansion of outdoor seating and retail service.

72. Discuss, consider and take appropriate action on a resolution declaring September 2020 as Preparedness Month in Williamson County, Texas.

73. Discuss, consider and take action regarding Expenses for Sheltering of Hurricane Laura evacuees.

74. Discuss, consider, and take any appropriate action regarding the approval of changes to the previously approved early voting polling locations for the November 3, 2020 Joint General and Special Elections of Williamson County.

75. Discuss, consider and take appropriate action on exempting Fidlar, A Cathedral Company, from the competitive bidding requirements established by Section 262.024.(a)(2) of the Texas Local Government Code Discretionary Exemptions, for mail-in ballot services during a pandemic to protect the public health or safety of the residents of the county and authorizing execution of the quotation.

76. Discuss, consider and take appropriate action on approving the contract between Texas Health and Human Service Commission and Williamson County related to the funding for Opioid Emergency Response Pilot Project as administered by Williamson County Mobile Outreach Team.

77. Discuss, consider and take appropriate action on approval of an agreement between Williamson County Radio Communications Systems (RCS) and Round Rock Independent School District Police Department (RRISD PD).

78. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Texas Department of Transportation (TxDOT) FY2021 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

79. Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2021.

80. Discuss, consider and take appropriate action on a First Contract Renewal of the Participating Entity Services Agreement for the Statewide Automated Victim Notification Service (SAVNS) with Appriss Inc., which is the statewide vendor to provide SAVNS to participating entities such as Williamson County.

81. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment into all the Williamson County Justice of Peace Courtrooms in the amount of $242,121.44 per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

82. Discuss, consider and take appropriate action on exempting Infax, Inc. from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions as set forth under Texas Local Government Code §§ 262.024.(7)(A), for system and maintenance support of the Electronic Docket System covering term of October 1, 2020 – September 30, 2021, in the amount of $12,000 and authorizing execution of the agreement.

83. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$237.00

84. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$237.00

85. Discuss, consider and take appropriate action ratifying the execution of a Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form in order to comply with Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

86. Discuss, consider and take appropriate action on approving a Release of All Claims and Indemnity Agreement between Valerie Adams and Williamson County, Texas settling all claims in relation to Equal Employment Opportunity Commission Charge Number 450-2018-03807 and Charge Number 451-2019-02957 and all other claims arising directly or indirectly from or by reason of Valerie Adams' employment with or separation from Williamson County.

87. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

88. Discuss, consider and take appropriate action on awarding IFB #T1062 Parking Lot Fog Seal FY20 to the only responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

89. Receive updates on the Department of Infrastructure projects and issues.

90. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $197,295.00 to expire on December 31, 2021 under Williamson County Contract for Engineering Services between M&S Engineering, LLC and Williamson County dated March 24, 2020 for Engineering Design Services for Phase 1 of Street and Drainage Improvements within the Durham Park Subdivision. Funding source: P498.

91. Discuss, consider, and take appropriate action regarding a Letter of Transfer / Ownership to the Center for Archaeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 200 project, a Road Bond project in Commissioner Pct. 2.
P: 285 Funding: Road Bond

92. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 200 Project, a Road Bond project in Commissioner Pct. 2.
P: 285 Funding: Road Bond

93. Discuss, consider and take appropriate action accepting a Dedication Deed from RCR Taylor Rail, LP for Right of Way needed on The Southeast Loop project (Parcel 84A).

94. Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses for Right of Way acquired for the Southeast Loop Project (Parcel 8). Funding Source: Road Bonds P463.

95. Discuss, consider and take appropriate action on an Order Regarding Annexation of a portion of CR 424 into The City Limits of Thrall, Texas.

96. Discuss, consider and take appropriate action accepting a Special Warranty Deed from The Hutto Economic Development Corporation for Right of Way needed on The Southeast Loop project.

97. Discuss, consider and take appropriate action on a Cost Sharing Agreement with T J Bradshaw Construction Ltd. for a Residential Subdivision known as The Range at Walburg.

98. Discuss, consider and take appropriate action on a Real Estate Contract with Charles and Deborah Lannen for Right of Way needed on The CR 366 project (Parcel 12). Funding Source: Road Bonds P296

99. Discuss, consider and take appropriate action on a Real Estate Contract with Evelyn M. Vittek for Right of Way needed on the CR 366 project (Parcel 13). Funding Source: Road Bonds P296

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)."

100. 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: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
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 CR 366.
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 real property for future SH 29 corridor.
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/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
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
y) Discuss the acquisition of the MKT Right of Way

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

i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

101.

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

j) Project Co-Op

k) Project Liberty

l) Project Long Haul

m) Project Bon Jovi

102. 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. David Bernhardt, 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 Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.

g) 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.

h) 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
i) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
j) 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.
k) 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.
l) 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
m) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
n) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
o) Claim of Regina Wright.
p) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
q) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
r) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
s) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
t) Legal matters relating to Javier Ambler.
u) Heather Vargas - Texas Workforce Commission/EEOC Charge.
v) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.
w) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
x) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
y) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

103. 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)

104. Discuss and take appropriate action concerning economic development.

105. Discuss and take appropriate action concerning real estate.

106. 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. David Bernhardt, 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 Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
g) 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.
h) 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
i) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
j) 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.
k) 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.
l) 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
m) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
n) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
o) Claim of Regina Wright.
p) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
q) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas

et al., In the United States District Court for the Western District of Texas Austin Division.
r) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
s) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
t) Legal matters relating to Javier Ambler.
u) Heather Vargas - Texas Workforce Commission/EEOC Charge.
v) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.
w) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
x) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
y) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

107. 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.

108. 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 28th day of August 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 09/01/2020

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue with the County Roadside Vegetation Control Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > $5,000	$52,700.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$52,700.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/25/2020 01:01 PM
Budget Office	Ashlie Koenig	08/25/2020 01:43 PM
Form Started By: Kelly Murphy		Started On: 08/25/2020 12:38 PM
Final Approval Date: 08/25/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/01/2020

EMS LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Movement of funds for the remainder if the fiscal year for medical supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	$10,000
To	0100-0540-003200	Medical Supplies	$10,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/25/2020 02:25 PM
Budget Office	Ashlie Koenig	08/26/2020 09:24 AM

Form Started By: Michael Knipstein Started On: 08/25/2020 02:09 PM

Final Approval Date: 08/26/2020

Commissioners Court - Regular Session **6.**

Meeting Date: 09/01/2020

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting this transfer of $15,000 into the Transcript line item to cover expenses that will be incurred for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-004932	Trial Expense	$15,000
To	0100-0440-004125	Transcripts	$15,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/25/2020 04:45 PM
Budget Office	Ashlie Koenig	08/26/2020 09:23 AM
Form Started By: Grace Frias		Started On: 08/25/2020 04:11 PM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/01/2020

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting the transfer of $3700 into office furniture line item to cover the expenses that will be incurred for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003100	Office Supplies	$3700.00
To	0100-0440-003005	Office Furniture	$3700.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/25/2020 04:46 PM
Budget Office	Ashlie Koenig	08/26/2020 09:22 AM
Form Started By: Grace Frias		Started On: 08/25/2020 04:20 PM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/01/2020

Line Item Transfer

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 on a line item transfer for the County Attorney's Office.

Background

This transfer is from the County Attorney Legislative dollars for replacement of furniture, books, lobby software, and postage for the remainder of budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Legislative Dollars	$10,067.58
To	0100.0475.003005	Office Furniture < $5,000	$3,000.00
To	0100.0475.004210	Internet/Email Svs	$428.98
To	0100.0475.003011	Computer Software	$4,888.60
To	0100.0475.003006	Office Equipment < $5,000	$150.00
To	0100.0475.003901	Publications/Books/Periodicals	$600.00
To	0100.0475.004212	Postage	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:21 AM
Budget Office	Sarah Crain	08/27/2020 11:47 AM
Form Started By: Stephanie Lloyd		Started On: 08/25/2020 04:39 PM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/01/2020

Line Item Transfer to Facility Maintenance

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Line Item transfer necessary to fund necessary plumbing work in the patrol room kitchen.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.003900	Membership Dues	$2,300.00
TO	0100.0560.004510	Facility Maintenence	$2,300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 04:00 PM
Budget Office	Ashlie Koenig	08/26/2020 04:05 PM
Form Started By: Brenda Staples		Started On: 08/26/2020 11:22 AM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/01/2020

FMSO LIT for HazMat Equipment

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

This is a LIT to provide funds to purchase fuel transfer equipment for fuel spill/leak mitigation incidents in the CAPCOG region.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004500	Maintenance Contracts	$2500.00
To	0100-0542-003001	Small Equipment & Supplies	$2500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 04:02 PM
Budget Office	Ashlie Koenig	08/26/2020 04:04 PM
Form Started By: Hank Jones		Started On: 08/26/2020 11:18 AM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/01/2020

FMSO LIT for HazMat Containment Supplies

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal Special Operations Department.

Background

This is a line item transfer to provide funds for the purchase of spill containment supplies for the Williamson County HazMat response team.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004500	Maintenance Contracts	$1,000.00
To	0100-0542-003110	Other Supplies	$1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 04:01 PM
Budget Office	Ashlie Koenig	08/26/2020 04:05 PM
Form Started By: Hank Jones		Started On: 08/26/2020 11:45 AM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/01/2020

Line Item transfer for Constable 1

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Requesting transfer of $1800 to LE Equipment line to replace multiple old/ worn items, not requested in FY21 budget. Items that have come up since budget closed, and need quick replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0551.003010	CON 1 Computer Equip	$1,800
TO	0100.0551.003008	CON 1 LE Equip	$1,800

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 03:59 PM
Budget Office	Ashlie Koenig	08/26/2020 04:07 PM
Form Started By: Michael Pendley		Started On: 08/26/2020 01:51 PM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/01/2020

Line Item Transfer for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer funds to:
- 3001-Small Equipment and Tools ($14,000): to purchase approximately 60 cattle panels to further enhance the safety of visitors and cattle during cattle shows at the Expo Center,
- 3102–Safety Supplies ($2,000): to purchase Stop the Bleed Trauma Kits, Eye Wash Stations, Lock Out/Tag Out Kits and miscellaneous PPE for park staff and park sites, and
- 4510-Facility Repairs ($8,150): to caulk expansion joints and strip/seal 15,000 sq. ft. of concrete floors at the Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-004100	Professional Services	$5,000
From	0100-0510-004311	Advertising - General	$3,000
From	0100-0510-004500	Maintenance Services	$1,500
From	0100-0510-004962	Janitorial Services	$8,150
From	0100-0510-005003	Equipment > $5,000	$6,500
To	0100-0510-003001	Small Equipment & Tools	$14,000
To	0100-0510-003102	Safety Supplies	$2,000
To	0100-0510-004510	Facility Repairs	$8,150

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:47 AM
Budget Office	Sarah Crain	08/27/2020 09:53 AM

Form Started By: Russell Fishbeck Started On: 08/26/2020 06:11 PM

Final Approval Date: 08/27/2020

Commissioners Court - Regular Session **14.**

Meeting Date: 09/01/2020

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 the remainder of the FY for Paper Recycling, Facility Maint & Repair, and Vehicle Equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003318	Janitorial Supplies	$600.00
To	0100.0509.004990	Solid Waster Mgmt/Recycling	$600.00
From	0100.0509.003005	Office Furniture	$4,167.80
From	0100.0509.003011	Computer Software	$3,866.12
From	0100.0509.003105	Paper Supplies	$1,865.49
From	0100.0509.004512	Kitchen Maint & Repair	$5,914.45
To	0100.0509.004510	Facility Maintenance & Repair	$24,914.99
To	0100.0509.005700	Vehicles >$5,000	$898.87

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:03 AM
Budget Office	Sarah Crain	08/27/2020 11:06 AM
Building Maintenance (Originator)	Gina Wrehsnig	08/27/2020 11:28 AM
Form Started By: Gina Wrehsnig		Started On: 08/27/2020 10:27 AM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/01/2020

Assets for Auction - August 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 08/01/2020 through 08/26/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - August 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 09:50 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:52 AM
Form Started By: Randy Barker		Started On: 08/19/2020 05:05 PM
Final Approval Date: 08/27/2020		

August 2020 **MONTHLY REPORT** **Court Date:** **9/1/2020**

Williamson County - Assets for Auction

Agenda #: **24897**

Item	Serial Number	Quantity	Dept.
Powerware 5125 UPS	RCI 519510/WC 9509	1	911 Communications
Powerware 5125 UPS	RCI 519511 / WC 9510	1	911 Communications
Chairs		125	Building Maintenance
Dell OptiPlex 740	BV377L1, DT377L1	2	Commissioners Court
Dell OptiPlex GX520	6ZYQ591	1	Commissioners Court
Dell 5330dn	HN8DQM1	1	Commissioners Court
Metal Cabinet, Grn/3 shelves,locking door		1	Constable 2
Wooden Cabinet multiple shelves locking doors		1	Constable 2
Havis vehicle dock w/Lind adapter for Panasonic CF53 Toughbook	0514-P410-9643	1	Constable PCT 2
Havis vehicle dock w/Lind adapter for Panasonic CF53 Toughbook	0316-P410-16162	1	Constable PCT 2
Havis Base Floor Plate vehicle dock with hardware	C-HDM-102	1	Constable PCT 2
Havis Swivel mount for vehicle dock & keyboard	DS PAN-800	1	Constable PCT 2
Havis vehicle dock for Panasonic FZG1 Toughpad	0514-P700-5628	1	Constable PCT 2
Havis vehicle dock keyboard for Panasonic FZG1 Toughpad	BAK052114022921	1	Constable PCT 2
Lind Automobile power adapter for Panasonic Toughbooks	PA 1580-3120FB	2	Constable PCT 2
Graphic Finishing Partners Laminator	1308255C018	1	Elections
Office Desks		4	Elections
Office shelve		1	Elections
Desk Hutch		2	Elections
Tables		2	Elections
Office Chairs		4	Elections
Refrigerator		1	Elections
Filing Cabinets		2	Elections
Sorting Metal shelves		3	Elections
Ballot Folding Machine	Wilco 3959 / 1402031	1	Elections
Dell Wyse AIO VDI Terminals	See List	28	Emergency Management
Dell Keyboards		21	Emergency Management
Green office visitor chairs		3	Emergency Services
Rolling Office Chairs		4	Emergency Services
Wooden credenza with shelves from desk		1	Emergency Services
Four Drawer HON filing Cabinet		1	Emergency Services
Stryker Stretcher 6500 Power Pro XT	111139767	1	Emergency Services
Stryker Stretcher 6500 Power Pro XT	111139766	1	Emergency Services
Mattress for Power Pro 6500		1	Emergency Services
Dell Latitude D630 #4057	0HY385	1	Fleet Services
HP Laserjet P1102w printer	VNB3B04097	1	Fleet Services
Panasonic CF-30 Toughbook Wilco #4053	9HKYA77772 (rest of number worn off)	1	Fleet Services
Dell Inspiron PP01X Laptop Wilco #4054	B16PX11	1	Fleet Services
Dell Optiplex 7010 Wilco #3343	1FSYZ12	1	Fleet Services
Dell Monitor		1	Fleet Services
Dell Inspiron 5000	8SUKL	1	Hazmat
Dell Inspiron E1505	GCBHBB1	1	Hazmat
Dell Precision M4300	2264VF1	1	Hazmat
Dell Latitude 131L	55Y6PC1, 27Y6PC1, 56Y6PC1, F6Y6PC1	4	Hazmat
Lenovo ThinkPad	L3-K8962	1	Hazmat
Dell Precision T3600 Desktop / Tower	G2TYCX1	1	Health Dept.-County Purchased
Dell OptiPlex 7040	GQ96V62	1	Health Dept.-County Purchased
Desk Hutch		3	Information Systems
Book Shelf		1	Information Systems
Chairs - rolling		7	Information Systems
Chairs - stationary		8	Information Systems
HP Handheld Page Scanner		1	Information Systems
Heater		1	Information Systems
Linksys 5 port hub	R87203B002767	1	Information Systems

Dell D09U	CBMF082	1	Information Systems
Sonic Wall	C0EAE45E72B0,C0EAE4349C74,C0EAE4746D30	3	Information Systems
Radwin 2000	PO7690E000A00921	1	Information Systems
Microsoft Surface 512GB #6308 #4344	48639543253	1	Information Systems
Dell Latitude E5540 8203,8208,8211,2202,8207	See List	5	Information Systems
Dell Dock		1	Information Systems
Toner		2	Information Systems
Foot Rest		1	Information Systems
Box of Misc Office Supplies		1	Information Systems
Dell Monitors		11	Information Systems
Brother Super 63 Intellifax 2920		1	Information Systems
Omnikey RDID - 2 FA plug-ins		99	Information Systems
Havis Vehicle Dock - DS-PAN 412	0514-P410-9641	1	Information Systems
Panasonic Dock CF-VEB531U	4GDK046722	1	Information Systems
Microtel C able Hound DSP - Yellow Case	99-0118	1	Information Systems
Dell Latitude E6520 #1791	97Q23Q1	1	Information Systems
HP Laptop #1112	00186-085-758-738	1	Information Systems
Dell Optiplex 780 Desktop #8276	DV2HMN1	1	Information Systems
Dell Optiplex 7010 #8274	4XYLZ12	1	Information Systems
Cicso Catalyst 2960-X	FCW2019B5BR	1	Information Systems
Brocade 1CX 6450-48P	See List	5	Information Systems
Cogent Systems Model - Blue check	BC10731	1	Information Systems
HP Flatbed Scanner 7560	CN84BT40CS	1	Information Systems
Garner MDS DeGausser		1	Information Systems
IKON Document Efficiency at Work	D5143NT	1	Information Systems
Small UPS - unknown manufacturer		1	Information Systems
Box of Mice / Keyboards		1	Information Systems
Laptop Cases		3	Information Systems
Box of Handheld Scanners		1	Information Systems
Boxes of Misc Cables		3	Information Systems
Dell Dock		1	Information Systems
Dell Optiplex 7040 #8275	GQ90Q52	1	Information Systems
Cyberpower UPD - small		1	Information Systems
Dell Sonic TZ500		4	Information Systems
Dell Power Connect 2816	2J3BVS1	1	Information Systems
Cisco CP-8811 phones		15	Information Systems
Barracuda BSF300a BNHW001	Bar-SF-209345	1	Information Systems
Cisco CP-8845 phone		1	Information Systems
Cisco Meraki MX60W	See List	13	Information Systems
Cisco Meraki MX64W	Q2MN-V2AQ-FMAP	1	Information Systems
Cisco Meraki MR16	See List	4	Information Systems
IBM Surface Pro Computers	See List	9	Information Systems
Box of IBM Surface Pro Chargers, Docks		1	Information Systems
Dell N2048P - Wilco #3300	E05W002	1	Information Systems
4 Drawer Filing Cabinet		1	JP 2
2 Drawer Filing Cabinet		1	JP 2
Small Table		1	JP 2
DVD Duplicator Microboards Technology #BD-21	ROBD1210177	1	Sheriff's Office
DVD Duplicator Kangura Solutions		1	Sheriff's Office
Dell 4700	tag #965LG61	1	Sheriff's Office
DVD Robot Rimage RAS27E	5535 SN RCI1484819	1	Sheriff's Office
HP Laser Jet MFP M277	VNG8J3JCDK	1	Tax Assessor Collector
HP Laser Jet 4015N	8FDDQM1	1	Tax Assessor Collector
Dell 5330dn	CNDY335328	1	Tax Assessor Collector
HP ScanJet G3110	CN55PCA1GY	1	Tax Assessor Collector
Dell OptiPlex 7010	J1399Z1	1	Tax Assessor Collector
Dell OptiPlex 7010	J13B9Z1	1	Tax Assessor Collector
Dell OptiPlex 7040	H0CBV62	1	Tax Assessor Collector
Keyboards - Wired		5	Tax Assessor Collector
21" Monitors		6	Tax Assessor Collector

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 21-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Powerware 5125 UPS
1. Manufacturer ID #:	RCI 519510 / WC 9509
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Powerware 5125 UPS
2. Manufacturer ID #:	RCI 519511 / WC 9510
2. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Paul Swisher
Transferring Department Contact Phone Number:	5129433695
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 8/21/2020 10:03 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020
Agenda Item:	24897

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 07-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	125
1. Description:	Chairs
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Bob Lubecker
Transferring Department Contact Phone Number:	512-943-1625
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 8/7/2020 1:15 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|hillary.mccoy@wilco.org - 02-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	DELL OPTIPLEX 740
1. Manufacturer ID #:	BV377L1, DT377L1
1. Oracle Asset #:	53127, 53128
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX GX520
2. Manufacturer ID #:	6ZYQ591
2. Oracle Asset #:	42009
2. Condition of Assets:	Unknown
Transferring Department:	Commissioners Court
Transferring Department Contact Person:	Hillary McCoy
Transferring Department Contact Phone Number:	512-943-1623
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Connie Odom 7/29/2020 5:07 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|connie.odom@wilco.org - 30-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Description:	Model: Dell 5330dn
1. Manufacturer ID #:	Service Tag: HN8DQM1
1. Oracle Asset #:	55627
1. Condition of Assets:	Unknown
Transferring Department:	Commissioners Court
Transferring Department Contact Person:	Connie Odom
Transferring Department Contact Phone Number:	512-943-1663
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✓ Connie Odom 7/30/2020 10:24 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✗
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	9/1/2020
Asset(s) delivered to warehouse on:	7/30/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 19-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Metal Cabinet, Grn, w/3 shelves & locking door,40Hx20Wx24D
1. Manufacturer ID #:	Cole-Steel
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Wooden Cabinet, multiple shelves, locking doors, 80Hx48Wx17D
2. Manufacturer ID #:	None
2. Condition of Assets:	Working
Transferring Department:	Constables 2
Transferring Department Contact Person:	James Thomas
Transferring Department Contact Phone Number:	5122604278
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ William Beechinor 8/19/2020 10:14 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020
Agenda Item:	24897

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 29-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Havis Vehicle dock keyboard for Panasonic FZG1 Toughpad
1. Manufacturer ID #:	BAK052114022921
1. Oracle Asset #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Lind Automobile Power Adapter for Panasonic Toughbooks
2. Manufacturer ID #:	PA1580-3120FB
2. Oracle Asset #:	n/a
2. Condition of Assets:	Working
Transferring Department:	Constables 2
Transferring Department Contact Person:	James Thomas
Transferring Department Contact Phone Number:	5122604278
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ William Beechinor 7/29/2020 12:48 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 29-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Havis vehicle dock w/Lind adapter for Panasonic CF53 Toughbook
1. Manufacturer ID #:	0514-P410-9643
1. Oracle Asset #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Havis vehicle dock w/Lind adapter for Panasonic CF53 Toughbook
2. Manufacturer ID #:	0316-P410-16162
2. Oracle Asset #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Havis Base Floor Plate vehicle dock with hardware
3. Manufacturer ID #:	C-HDM-102
3. Oracle Asset #:	n/a
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Havis Swivel mount for vehicle dock and keyboard
4. Manufacturer ID #:	DS PAN-800
4. Oracle Asset #:	n/a
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Havis vehicle dock for Panasonic FZG1 Toughpad
5. Manufacturer ID #	0514-P700-5628
5. Oracle Asset #	n/a
5. Condition of Assets	Working
Transferring Department:	Constables 2
Transferring Department Contact Person:	James Thomas
Transferring Department Contact Phone Number:	5122604278

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ William Beechinor 7/29/2020 12:46 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jerry.michalek@wilco.org - 14-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Refrigerator
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	Filling cabinets
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Sorting Metal shelvles
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Ballot Folding Machine
4. Manufacturer ID #:	Wilco 3959 / 1402031
4. Oracle Asset #:	49829
4. Condition of Assets:	Unknown
Transferring Department:	Elections
Transferring Department Contact Person:	Jerry Michalek
Transferring Department Contact Phone Number:	512-943-1156
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Christopher J. Davis 8/17/2020 8:44 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jerry.michalek@wilco.org - 14-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Office desk
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Office shelve
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Desk hutch
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Table
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Office chairs
5. Manufacturer ID #	n/a
5. Condition of Assets	Working
Transferring Department:	Elections
Transferring Department Contact Person:	Jerry Michalek
Transferring Department Contact Phone Number:	512-943-1156
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Christopher J. Davis 8/17/2020 8:41 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jseippel@wilco.org - 14-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Graphic Finishing Partners Laminator
1. Manufacturer ID #:	1308255C018
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
Transferring Department:	Elections
Transferring Department Contact Person:	Julie Seippel
Transferring Department Contact Phone Number:	31631
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Christopher J. Davis 8/17/2020 8:43 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	28
1. Description:	Dell Wyse AIO VDI Terminals
1. Manufacturer ID #:	J9465J2, J4L85J2, J5Z75J2, J4P75J2, J7H75J2, J8865J2, J7J85J2, J6G85J2, J9W55J2, J7L65J2, J8G65J2, J9S55J2, J7Z65J2, HV575J2, J9F55J2, J5V75J2, J7D75J2, J4H85J2, J1Y55J2, J3Q65J2, J8D75J2, J7275J2, J3W75J2, J4275J2, J8Q65J2, J8P55J2, J5K85J2, HZ185J2
1. Oracle Asset #:	ASSET NUMBERS WON'T FIT
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	21
2. Description:	Dell Keyboards
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michael Shoe 8/14/2020 10:00 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|edtydings@wilco.org - 10-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Green office vistor chairs
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Rolling office chairs
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Wooden credenza with shelves from desk
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Four-drawer Hon filing cabinent
4. Condition of Assets:	Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Ed Tydings
Transferring Department Contact Phone Number:	512-943-1260
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Tydings 8/10/2020 1:45 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 14-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	STRYKER STRETCHER 6500 POWER PRO XT
1. Manufacturer ID #:	111139767
1. Oracle Asset #:	57288
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	STRYKER STRETCHER 6500 POWER PRO XT
2. Manufacturer ID #:	111139766
2. Oracle Asset #:	57291
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	MATTRESS FOR POWER PRO 6500 XT
3. Manufacturer ID #:	MATTRESS
3. Condition of Assets:	Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Kirk Becker
Transferring Department Contact Phone Number:	512-430-0991
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Knipstein 8/17/2020 7:46 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laserjet P1102w printer
1. Manufacturer ID #:	VNB3B04097
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic CF-30 Toughbook WIlco #4053
2. Manufacturer ID #:	9HKYA77772 (rest of number worn off)
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Inspiron PP01X Laptop Wilco# 4054
3. Manufacturer ID #:	B16PX11
3. Oracle Asset #:	IN OLD ASSET BOOK; CAN'T RETIRE B/C TECH IT'S NOT LISTED
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7010 Wilco#3343
4. Manufacturer ID #:	1FSYZ12
4. Oracle Asset #:	93201
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Monitor
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected	✔ Kevin Teller 8/13/2020 8:39 AM

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude D630 #4057
1. Manufacturer ID #:	0HY385 (super old only has 6 digit service tag)
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 8/18/2020 11:07 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 09-04-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Inspiron 5000 (really old - only has 5 digit ST)
1. Manufacturer ID #:	8SUKL
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Inspiron E1505
2. Manufacturer ID #:	GCBHBB1
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Precision M4300
3. Manufacturer ID #:	2264VF1
3. Oracle Asset #:	46253
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	Dell Latitude 131L
4. Manufacturer ID #:	55Y6PC1, 27Y6PC1, 56Y6PC1, F6Y6PC1
4. Oracle Asset #:	44159, 44165, 44161, 44163
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Lenovo ThinkPad
5. Manufacturer ID #	L3-K8962
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	HazMat
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Hank Jones 7/30/2020 6:15 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision T3600 Desktop/Tower
1. Manufacturer ID #:	G2TYCX1
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	Health District - County Purchased
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michelle Broddrick 7/27/2020 1:59 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|hillary.mccoy@wilco.org - 18-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7040
1. Manufacturer ID #:	GQ96V62
1. Oracle Asset #:	166594
1. Condition of Assets:	Unknown
Transferring Department:	Health District - County Purchased
Transferring Department Contact Person:	Stacy Schweitzer
Transferring Department Contact Phone Number:	512-248-3224
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michelle Broddrick 7/29/2020 9:59 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020
Asset(s) delivered to warehouse on:	4/27/2020
Delivered to warehouse by:	Tony Hill

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Latitude E5540 #8203, 8208, 8211, 2202, 8207
1. Manufacturer ID #:	CY6NK12, 947NK12, 6Z6NK12, 2Y4XH12, 9D7NK12
1. Oracle Asset #:	116294, 116299, 116288, 88210 (ALREADY RETIRED), 116292
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell dock
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Toner
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Foot Rest
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Box of Misc Office Supplies
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:47 AM
Transferring Department - Elected Official/Department Head/Authorized Staff	✘

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Linksys 5 port hub
1. Manufacturer ID #:	R87203B002767
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell D09U
2. Manufacturer ID #:	CBMF082
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	3
3. Description:	Sonic Wall
3. Manufacturer ID #:	C0EAE45E72B0, C0EAE4349C74, C0EAE4746D30
3. Oracle Asset #:	N/A, 77279, N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Radwin 2000
4. Manufacturer ID #:	P07690E000A00921
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Microsoft Surface 512GB #6308 #4344
5. Manufacturer ID #	SN 048639543253
5. Oracle Asset #	163552 (ALREADY RETIRED)
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-+943-1450

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:46 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Handheld Page Scanner
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Heater
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:46 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Box of Mice/Keyboards
1. Manufacturer ID #:	misc
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Laptop Cases
2. Manufacturer ID #:	misc
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Box of Handheld Scanners
3. Manufacturer ID #:	misc
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Boxes of Misc Cables
4. Manufacturer ID #:	misc
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Dock
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:44 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cogent Systems Model - Blue Check
1. Manufacturer ID #:	BC10731
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP Flatbed Scanner 7560
2. Manufacturer ID #:	CN84BT40CS
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Garner MDS DeGausser
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	IKON Document Efficiency at Work
4. Manufacturer ID #:	D5143NT
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Small UPS - unknown manufacturer
5. Manufacturer ID #	n/a
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:43 AM

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cicso Catalyst 2960-X
1. Manufacturer ID #:	FCW2019B5BR
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	5
2. Description:	Brocade 1CX 6450-48P
2. Manufacturer ID #:	BZT2536H2HZ, BZT0433J065, BZT2536H2J3, BZT2546H7L4, BZT0416K093
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:42 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Barracuda BSF300a BNHW001
1. Manufacturer ID #:	Bar-SF-209345
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Cisco CP-8845 phone
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	13
3. Description:	Cisco Meraki MX60W
3. Manufacturer ID #:	Q2CN-6YS5-JGFD, Q2CN-75S7-58FK, Q2CN-5U94-X976, Q2CN-42N7-ACCA, Q2CN-3ELX-5UXM, Q2CN-747N-KK9N, Q2CN-6ZKU-2DTC, Q2CN-7PZX-5NVN, Q2CN-6BBP-9YHC, Q2CN-4RK9-KC9A, Q2CN-5YHD-WWRT, Q2CN-7Z4K-KQSJ, Q2BN-HCSD-NH5A
3. Oracle Asset #:	133309, 133310, 133311, 133312, 133313, 133314, 133315, 133316, 133317, 133318, 133319, 133320, 133321
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Cisco Meraki MX64W
4. Manufacturer ID #:	Q2MN-V2AQ-FMAP
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	4
5. Description	Cisco Meraki MR16
5. Manufacturer ID #	Q2DD-TKK6-6KJ8, Q2DD-FFAP-F8HD, Q2DD-TFU3-TYRR, Q2DD-SMVZ-5QR8
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz

Asset Status Change

Asset Status Change

Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:41 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7040 #8275
1. Manufacturer ID #:	GQ90Q52
1. Oracle Asset #:	166592
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Cyberpower UPS - small
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	Dell Sonic Wall TZ500
3. Manufacturer ID #:	no SN
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Power Connect 2816
4. Manufacturer ID #:	2J3BVS1
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	15
5. Description	Cisco CP-8811 phones
5. Manufacturer ID #	n/a
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:40 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Microtel Cable Hound DSP - Yellow Case
1. Manufacturer ID #:	99-0118
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6520 #1791
2. Manufacturer ID #:	97Q23Q1
2. Oracle Asset #:	57262
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP Laptop #1112
3. Manufacturer ID #:	00186-085-758-738
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 780 Desktop #8276
4. Manufacturer ID #:	DV2HMN1
4. Oracle Asset #:	55357
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex 7010 # 8274
5. Manufacturer ID #	4XYLZ12
5. Oracle Asset #	93199
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:39 AM

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	Dell Monitors
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Brother Super 63 Intellifax 2920
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	99
3. Description:	Omnikey RFID - 2FA plug-ins
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Havis Vehicle Dock - DS-PAN 412
4. Manufacturer ID #:	0514-P410-9641
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Panasonic Dock CF-VEB531U
5. Manufacturer ID #	4GDK046722
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:38 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 17-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	IBM Surface Pro Computers
1. Manufacturer ID #:	008502652553, 034827453053, 011406252053, 020831752753, 054629242553, 059870650253, 003233352553, 008752653453, 030564345253
1. Oracle Asset #:	ALL ALREADY RETIRED FROM SYSTEM
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Box of IBM Surface Pro Chargers, Docks
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 12:12 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 17-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell N2048P - Wilco # 3300
1. Manufacturer ID #:	E05W002
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 12:16 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 13-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Desk
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Book Shelf
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	7
3. Description:	Chair - rolling
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Working
4. Quantity (Mandatory):	8
4. Description:	Chair- stationary
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Working
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 8/17/2020 7:51 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 18-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 drawer filing cabinet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2 drawer filing cabinet
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Small table
3. Condition of Assets:	Working
Transferring Department:	Justice of the Peace 2
Transferring Department Contact Person:	Sheri Friedman
Transferring Department Contact Phone Number:	sfriedman@wilco.org
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Melissa East 7/29/2020 11:40 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|summer.selvera@wilco.org - 30-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DVD Duplicator Microboards Technology #BD-21
1. Manufacturer ID #:	ROBD1210177
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	DVD Duplicator Kangura Solutions
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell 4700
3. Manufacturer ID #:	tag # 965LG61
3. Oracle Asset #:	40491
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	DVD Robot Rimage RAS27E
4. Manufacturer ID #:	5535 SN RCI484819
4. Condition of Assets:	Non-Working
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Summer Selvera
Transferring Department Contact Phone Number:	512 943 1312
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 8/24/2020 8:59 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 30-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010
1. Manufacturer ID #:	J13B9Z1
1. Oracle Asset #:	77244
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7040
2. Manufacturer ID #:	H0CBV62
2. Oracle Asset #:	ALREADY RETIRED
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Keyboards - Wired
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	6
4. Description:	21" monitors
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	512-943-1954
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✓ Matt Johnson 7/30/2020 4:30 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✗
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✗

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 30-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LaserJet MFP M277
1. Manufacturer ID #:	VNG8J3JCDK
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	HP LaserJet 4015N
2. Manufacturer ID #:	8FDDQM1
2. Oracle Asset #:	ALREADY RETIRED
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell 5330dn
3. Manufacturer ID #:	CNDY335328
3. Oracle Asset #:	148329
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP ScanJet G3110
4. Manufacturer ID #:	CN55PCA1GY
4. Oracle Asset #:	N/A
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Optiplex 7010
5. Manufacturer ID #	J1399Z1
5. Oracle Asset #	ALREADY RETIRED
5. Condition of Assets	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	512-943-1954

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 7/30/2020 4:28 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Commissioners Court - Regular Session **16.**

Meeting Date: 09/01/2020

Assets for Transfer - August 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 08/01/2020 through 08/26/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer - August 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 09:12 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:19 AM
Form Started By: Randy Barker		Started On: 08/19/2020 05:06 PM
Final Approval Date: 08/27/2020		

August 2020 **MONTHLY REPORT** **Court Date: 9/1/200**

Williamson County - Assets for Transfer

Agenda #: 24898

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Large Whiteboard		1	911 Communications	277th District
Vizio 36" TV	LTTDTBAR1800971	1	County Court at Law 2	County Attorney
Sanyo VHS/DVD Player	25435462	1	County Court at Law 2	County Attorney

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 12-02-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Large Whiteboard
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 3/9/2020 3:30 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	277th District
Receiving Department Contact Person:	Stacey Mathews
Receiving Department Contact Phone Number:	512-943-1289
Receiving Department - Elected Official/Department Head/Authorized Staff:	Wanda Davidson
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Wanda Davidson 7/29/2020 12:36 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	9/1/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 20-08-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Vizio 36" TV
1. Manufacturer ID #:	s/n: LTTDTBAR1800971
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Sanyo VHS/DVD Player
2. Manufacturer ID #:	s/n: 25435462
2. Condition of Assets:	Working
Transferring Department:	County Court at Law 2
Transferring Department Contact Person:	Stephanie Lloyd
Transferring Department Contact Phone Number:	943-1116
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Kracht 8/20/2020 8:14 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	County Attorney
Receiving Department Contact Person:	Stephanie Lloyd
Receiving Department Contact Phone Number:	943-1116
Receiving Department - Elected Official/Department Head/Authorized Staff:	Stephanie Lloyd
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 8/20/2020 8:45 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	9/1/2020
Agenda Item:	24898

Asset Status Change

Commissioners Court - Regular Session **17.**

Meeting Date: 09/01/2020

VE Assets for Auction 9.1.20

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) Chevrolet Tahoe and one (1) HP DesignJet Plotter, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 9.1.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 09:38 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:44 AM
Form Started By: Randy Barker		Started On: 08/19/2020 05:07 PM
Final Approval Date: 08/27/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0GR303615
Equipment/Door Number	SB1650
License Plate	1309598
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	113,741 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/29/2020 9:00 PM
Receiving Department Signature	✘
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 7/30/2020 9:10 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/30/2020 1:35 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/13/2020 11:10 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/13/2020 11:36 AM

Asset Status Change

Title:	i:0#.f|membership|jseippel@wilco.org - 14-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	HP Designjet z6100ps Plotter
1. Manufacturer ID #:	SG89S7900J
1. Oracle Asset #:	49397
1. Condition of Assets:	Working
Transferring Department:	Elections
Transferring Department Contact Person:	Julie Seippel
Transferring Department Contact Phone Number:	31631
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Christopher J. Davis 8/17/2020 8:42 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	9/1/2020

Asset Status Change

Commissioners Court - Regular Session **18.**

Meeting Date: 09/01/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit LIT correction

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	08/25/2020 04:13 PM
County Judge Exec Asst.	Andrea Schiele	08/25/2020 04:44 PM
Form Started By: Kayla Marek		Started On: 08/25/2020 02:34 PM
Final Approval Date: 08/25/2020		

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0545	0545	001100		552.38	PT Correction LIT 8.4.20
01	0545	0545	001101	552.38		PT Correction LIT 8.4.20
01	0100	0451	001100		794.64	PT Correction LIT 8.4.20
01	0100	0451	001101	794.64		PT Correction LIT 8.4.20

Commissioners Court - Regular Session **19.**

Meeting Date: 09/01/2020

Civil Process & Sheriff Fees 2021

Submitted By: Patrick Hurley, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the approval of Civil Process & Sheriff Fees for 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fee Schedule Letter

Fee schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/20/2020 09:40 AM
Form Started By: Patrick Hurley		Started On: 08/19/2020 02:54 PM
Final Approval Date: 08/20/2020		

Kevin Stofle

Constable Precinct 3
Williamson County, Texas

300 Wilco Way, Suite C101
Georgetown, Texas 78626
512-943-1434

TO: Williamson County Commissioner's Court
FROM: Kevin Stofle, Constable Precinct 3
DATE: August 19, 2020
SUBJECT: 2021 Constable/Sheriff Fee Schedule

As required by the Texas local Government Code Section 118.131, a review of the service fees charged by the Williamson County Constables and Sheriff has been conducted. All fees were found to be comparable to those of other Texas counties. As a result, we respectfully request the Commissioner's Court adopts to continue the existing (2020) fee schedule, with no increase in fees charged for 2021. The adopted 2021 fee schedule will become effective January 1, 2021.

Thank you,

Kevin Stofle

Constable Precinct 3
Williamson County, Texas

Williamson County Constable
2020 Service Fees

Citations	$70.00
Subpoenas/Summons	$70.00
Forcible Entry & Detainer (Eviction Citations)	$70.00
Writs	$150.00
Precepts	$150.00
Show Cause / Notice of Hearing	$150.00
Distress Warrants	$150.00
Tax Warrants	$150.00
Turn-Over Order	$150.00
Temporary Restraining Order/Temporary Injunction	$150.00
Interrogatories	$150.00
Order of Retrieval	$150.00
Executing a Deed or Bill of Sale	$30.00
Posting Written Notice (per posting/per location)	$70.00
Commission based on percentage of money collected on Writs of Executions or Orders of Sale.	10% up to and including $20,000, then 4% for balance over $20,000
For executing any Writ, Precept or court order which exceeds two hours, an additional fee per hour/per officer, plus mileage at the IRS allowable rate to perform service and return from performing the service.	$40.00
If ordered by a court to transport to or from out of county, a fee per hour/per officer, plus mileage at IRS allowable rate, and lodging costs.	$40.00
Cancellation Fee: Order of Sale / Writ of Execution (*except Tax Foreclosure Orders of Sale*) Whereby plaintiff directs to withhold or release levy, withhold collection, cancel or recall writ without constable collection of judgment and cost. *Shall include all costs incurred and cancellation fees* .	$500.00

Williamson County Sheriff
2020 Service Fees

Finger Prints	$5.00 / Card
Accident Report	$6.00
Character Letter	$6.00
Alarms	$25.00
Dangerous Dog Registration	$150.00 / Annually

Commissioners Court - Regular Session **20.**

Meeting Date: 09/01/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between North San Gabriel Municipal Utility District No. 1 and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the North San Gabriel Municipal Utility District No. 1 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NSG MUD No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:58 PM
Form Started By: Judy Kocian		Started On: 08/21/2020 11:48 AM
Final Approval Date: 08/21/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the North San Gabriel Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the North San Gabriel Municipal Utility District No. 1, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction is subject to sections 49.23601, 49.23602 or 49.23603, Texas Water Code, as appropriate (the "water code tax provisions"). The Jurisdiction designates the Williamson County Tax Assessor/Collector as its officer for calculation of the tax rates required by the water code tax provisions. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in the water code tax provisions. The Tax Assessor/Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified. The Jurisdiction shall furnish to the Tax Assessor/Collector in writing the requested information within 10 business days of receipt of the written request from the Tax Assessor/Collector.

C. The County shall cause the printed publication of the necessary public notices required for the adoption of tax rates for the Jurisdiction. The Jurisdiction shall pay for the actual costs of printed publication of such notices as charged by the appropriate newspaper. Any information required to be posted on a website by the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The County shall provide information as necessary for the property tax database as required by Chapter 26.17 of the Texas Property Tax Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Mark Berman, President
North San Gabriel Municipal Utility District No. 1

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

WHEREAS, the North San Gabriel Municipal Utility District No. 1 desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the North San Gabriel Municipal Utility District No. 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH SAN GABRIEL MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

The President of North San Gabriel Municipal Utility District No. 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 5th day of May, 2020.

Mark Berman President
North San Gabriel Municipal Utility District No. 1

878634

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

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

WHEREAS, The Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with North San Gabriel Municipal Utility District No. 1 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with North San Gabriel Municipal Utility District No. 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

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

_____
Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **21.**

Meeting Date: 09/01/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between North San Gabriel Municipal Utility District No. 2 and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the North San Gabriel Municipal Utility District No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NSG MUD No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:58 PM
Form Started By: Judy Kocian		Started On: 08/21/2020 11:51 AM
Final Approval Date: 08/21/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the North San Gabriel Municipal Utility District No. 2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the North San Gabriel Municipal Utility District No. 2, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction is subject to sections 49.23601, 49.23602 or 49.23603, Texas Water Code, as appropriate (the "water code tax provisions"). The Jurisdiction designates the Williamson County Tax Assessor/Collector as its officer for calculation of the tax rates required by the water code tax provisions. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in the water code tax provisions. The Tax Assessor/Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified. The Jurisdiction shall furnish to the Tax Assessor/Collector in writing the requested information within 10 business days of receipt of the written request from the Tax Assessor/Collector.

C. The County shall cause the printed publication of the necessary public notices required for the adoption of tax rates for the Jurisdiction. The Jurisdiction shall pay for the actual costs of printed publication of such notices as charged by the appropriate newspaper. Any information required to be posted on a website by the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The County shall provide information as necessary for the property tax database as required by Chapter 26.17 of the Texas Property Tax Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Katherine Mayer, Asst. Vice President
North San Gabriel Municipal Utility District No. 2

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

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

WHEREAS, The Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with North San Gabriel Municipal Utility District No. 2 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with North San Gabriel Municipal Utility District No. 2 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

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

_____
Bill Gravell, County Judge
County of Williamson

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

WHEREAS, the North San Gabriel Municipal Utility District No. 2 desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the North San Gabriel Municipal Utility District No. 2 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH SAN GABRIEL MUNICIPAL UTILITY DISTRICT NO. 2 THAT:

The President of North San Gabriel Municipal Utility District No. 2 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 6th day of April, 2020.

Steven Buffum, President
North San Gabriel Municipal Utility District No. 2

Commissioners Court - Regular Session **22.**

Meeting Date: 09/01/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Cool Water Municipal Utility District and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Cool Water Municipal Utility District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cool Water MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:59 PM
Form Started By: Judy Kocian		Started On: 08/21/2020 11:53 AM
Final Approval Date: 08/21/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Cool Water Municipal Utility District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Cool Water Municipal Utility District , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

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

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

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

Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

Executed August 10, 2020.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor-Collector,
County of Williamson

Scott J. Foster, President
Cool Water Municipal Utility District

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Cool Water Municipal Utility District desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the Cool Water Municipal Utility District finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Cool Water Municipal Utility District THAT:

The President of Cool Water Municipal Utility District is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

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

Scott J. Foster, President
Cool Water Municipal Utility District

Commissioners Court - Regular Session **23.**

Meeting Date: 09/01/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 29 and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Williamson County Municipal Utility District No. 29 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD No. 29

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:59 PM
Form Started By: Judy Kocian		Started On: 08/21/2020 11:55 AM
Final Approval Date: 08/21/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District #29 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District #29, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction is subject to sections 49.23601, 49.23602 or 49.23603, Texas Water Code, as appropriate (the "water code tax provisions"). The Jurisdiction designates the Williamson County Tax Assessor/Collector as its officer for calculation of the tax rates required by the water code tax provisions. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in the water code tax provisions. The Tax Assessor/Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified. The Jurisdiction shall furnish to the Tax Assessor/Collector in writing the requested information within 10 business days of receipt of the written request from the Tax Assessor/Collector.

C. The County shall cause the printed publication of the necessary public notices required for the adoption of tax rates for the Jurisdiction. The Jurisdiction shall pay for the actual costs of printed publication of such notices as charged by the appropriate newspaper. Any information required to be posted on a website by the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The County shall provide information as necessary for the property tax database as required by Chapter 26.17 of the Texas Property Tax Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Janice A. Cartwright, Asst. Vice President
Williamson County Municipal Utility District #29

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

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

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District #29 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Williamson County Municipal Utility District #29 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

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

_____

Bill Gravell, County Judge
County of Williamson

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District #29 desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the Williamson County Municipal Utility District #29 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT #29 THAT:

The President of Williamson County Municipal Utility District #29 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 20th day of July, 2020.

Janice A. Cartwright, Asst. Vice President
Williamson County Municipal Utility District #29

Commissioners Court - Regular Session **24.**

Meeting Date: 09/01/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 28 and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Williamson County Municipal Utility District No. 28 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD No. 28

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 01:00 PM
Form Started By: Judy Kocian		Started On: 08/21/2020 11:59 AM
Final Approval Date: 08/21/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District #28 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District #28, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction is subject to sections 49.23601, 49.23602 or 49.23603, Texas Water Code, as appropriate (the "water code tax provisions"). The Jurisdiction designates the Williamson County Tax Assessor/Collector as its officer for calculation of the tax rates required by the water code tax provisions. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in the water code tax provisions. The Tax Assessor/Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified. The Jurisdiction shall furnish to the Tax Assessor/Collector in writing the requested information within 10 business days of receipt of the written request from the Tax Assessor/Collector.

C. The County shall cause the printed publication of the necessary public notices required for the adoption of tax rates for the Jurisdiction. The Jurisdiction shall pay for the actual costs of printed publication of such notices as charged by the appropriate newspaper. Any information required to be posted on a website by the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The County shall provide information as necessary for the property tax database as required by Chapter 26.17 of the Texas Property Tax Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Rebecca Ida Broudy Collins, Vice President
Williamson County Municipal Utility District #28

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

WHEREAS, the Williamson County Municipal Utility District No. 28 desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the Williamson County Municipal Utility District No. 28 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 28 THAT:

The Vice President of Williamson County Municipal Utility District No. 28 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 20th day of July, 2020.

Rebecca Ida Broudy Collins, Vice President
Williamson County Municipal Utility District No. 28

878637

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

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

WHEREAS, The Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Williamson County Municipal Utility District No. 28 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Williamson County Municipal Utility District No. 28 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

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

_____
Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **25.**

Meeting Date: 09/01/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Northwest Williamson County Municipal Utility District No. 2 and the County of Williamson, Texas.

Background

Under provisions of the Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County through its Tax Assessor/Collector shall serve as the Tax Collector for the jurisdiction for ad valorem tax purposes for those properties stated in the tax collection agreement. The original documents of the tax collection agreement with the Northwest Williamson County Municipal Utility District No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office for his signature. Please return all original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NW WC MUD 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/25/2020 11:59 AM
Form Started By: Judy Kocian		Started On: 08/25/2020 08:42 AM
Final Approval Date: 08/25/2020		

DocuSign Envelope ID: 1286C4FA-F1FC-4986-B385-D8AF098EC5A2

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Northwest Williamson County Municipal Utility District #2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Northwest Williamson County Municipal Utility District #2, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

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

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

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

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Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____

Bill Gravell, County Judge
County of Williamson

_____

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

DocuSigned by:
Steve Madray
A5BCA4DE62DF451...

Steve Madray, President
Northwest Williamson County Municipal Utility District #2

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RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Northwest Williamson County Municipal Utility District #2 desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the Northwest Williamson County Municipal Utility District #2 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Northwest Williamson County Municipal Utility District #2 THAT:

The President of Northwest Williamson County Municipal Utility District #2 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

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

DocuSigned by:
A5BCA4DE629F451...

Steve Madray, President
Northwest Williamson County Municipal Utility District #2

DocuSign Envelope ID: 1286C4FA-F1FC-4986-B385-D8AF098EC5A2

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

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

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Northwest Williamson County Municipal Utility District #2 for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Northwest Williamson County Municipal Utility District #2 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

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

_____

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **26.**

Meeting Date: 09/01/2020

MOA for Statewide Deployment During an Emergency

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the MOA between Texas Forest Service (TFS) and the Office of Emergency Management (OEM) for deploying during a disaster or incident within the state when requested.

Background

TFS requires a signed MOA between Williamson County to deploy members of OEM when requested by the state.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TFS MOA Michael Shoe

TFS MOA Shantelle Brannon

TFS MOA Aubury Holmes

TFS MOA Kyle McKnight

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:26 PM
Emergency Management (Originator)	Michael Shoe	08/24/2020 09:36 AM
County Judge Exec Asst.	Andrea Schiele	08/24/2020 09:48 AM
Emergency Management (Originator)	Michael Shoe	08/24/2020 10:02 AM
County Judge Exec Asst.	Andrea Schiele	08/24/2020 10:05 AM
Form Started By: Michael Shoe		Started On: 08/17/2020 02:55 PM
Final Approval Date: 08/24/2020		

Memorandum of Agreement

Between
The Texas A&M Forest Service
And
Incident Management Team Member
And
The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 7th day of July, 2020 by and between the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (IMT) Member Michael Shoe (Member) and the Participating Employer Williamson County Emergency Services (Employer).

I. PURPOSE

To delineate responsibilities and procedures for IMT activities performed within or outside of the state of Texas under the authority of the:

- State of Texas Emergency Management Plan when responding to state all hazards/wildfire response activities.

- TFS and its Master Cooperative Wildland Fire Management and Stafford Act Response Agreement with the United States Department of Agriculture-Forest Service (USFS), Bureau of Land Management, National Park Service, Bureau of Indian Affairs and United States Fish and Wildlife Service. The federal agencies are collectively referred to herein as "Federal Agencies" when responding to federal all hazards/wildland fire response activities.

- The State of Texas through the Emergency Management Assistance Compact (EMAC), Texas Health and Safety Code, Chapter 778 or the South Central Interstate Forest Fire Protection Compact, Texas Education Code, Chapter 88.112 when responding to other states' all hazards/wildland fire response activities.

II. SCOPE

The provisions of this MOA apply to IMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and TFS to maintain IMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to IMT activities shall begin.

B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Single Resource: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with TFS.

G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the IMT Program.

H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).

I. IMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

J. TFS/State Sponsored IMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

K. Local IMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the IMT.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize Members according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the IMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Provide coordination between the State, federal or other relevant governmental and private entities, Participating Employer and Member.

5. Maintain a primary contact list for all Members.

6. Maintain files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the IMT Program.

2. Provide a primary point of contact to TFS for the purpose of notification of IMT activities.

3. Provide administrative support to its personnel participating in the IMT Program, i.e. "time off" when fiscally reasonable to do so for IMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored IMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the IMT program. A Single Resource Member must report to TFS, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.

4. Maintain support of Participating Employer for participation in IMT activities.

5. Keep Participating Employer advised of IMT activities that may require time off from work.

6. Advise TFS IMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.

8. Be prepared to operate in the disaster environment.

9. Follow the IMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State or a federal agency for disaster assistance, and/or determination that pre-positioning on IMT is prudent, TFS shall request the activation of an IMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify Members of activation of an IMT.

2. Upon arrival at the POA, an initial briefing will be provided to include, maps, food, housing and any other items essential to the initial set-up and support of the IMT.

3. When an IMT is activated, the IMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The IMT shall be re-deployed to the original POA upon completion of the IMT mission.

C. Management

1. TFS will have overall management, command and control of all IMT resources and operations.

2. Tactical deployment of an IMT will be under the direction of the local Incident Commander and the IMT Incident Commander assigned to the incident.

3. TFS may remove a Member from the IMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local IMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local IMT sponsored training or exercises. Local IMT sponsored training or exercises shall be performed at the direction, control and funding of the local IMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored IMT Training and Exercises

Periodically Members will be required and/or invited to attend TFS/State IMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the IMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. TFS will reimburse Participating Employer for all wages identified and allowed in the IMT Standard Pay Policy (Section VIII, C). TFS will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of:

   A. Expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TFS cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

   B. Reimbursing the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will

be made for that Member. TFS will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

3. TFS will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

4. TFS will reimburse Participating Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

5. Participating Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of Member as an Single Resource

1. TFS will pay a Single Resource Member for all wages specified in the IMT Standard Pay Policy (Section VIII, C).

2. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. Single Resource Member must submit to TFS all reimbursement requests within 30 days of de-activation or completion of TFS/State sponsored training event.

C. **Standard Pay Policy:** This section delineates the policy for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a Member.

1. Pay Rate

A. TFS will reimburse Participating Employer for the participation of each Member who is employed by them at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Participating Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Employer payroll printout submitted to TFS.

B. Participating Employer will be reimbursed for hours worked on the

deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link:
http://www.nwcg.gov/sites/default/files/products/pms902.pdf

C. TFS will pay a Single Resource, Member at the rate identified with his/her IMT position on the IMT Pay Schedule by Position (see Attachment B). The Single Resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

2. Work Periods: Work periods shall be determined by the incident commander.

A. Every day may be considered a workday during the Activation until the Activation is over, and the IMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

3. Ordered Standby

A. Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

D. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current IMT Travel and Labor Reimbursement Form (Attachment C).

2. TFS will process payment to Participating Employer or Single Resource for all allowable expenses within 30 days of receipt of the properly completed and supported IMT Travel and Labor Reimbursement Form.

3. Neither Member nor Participating Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOA.

4. All financial commitments herein are made subject to availability of funds.

E. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an IMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Participating Employer for proper processing of Workers Compensation claim. Participating Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

F. Liability

1. It is mutually agreed that TFS, Participating Employer and Member shall each be responsible for their own losses arising out of the performance of this MOA.

G. Employment Status

1. The Member shall remain an employee of Participating Employer and not of TFS at all times. Single Resource is an independent contractor, and not an employee of TFS.

2. TFS has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOA. Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOA may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOA.

C. This MOA is governed by the laws of the State of Texas. Venue for any suits related to this MOA shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Jon Reese
Assistant Chief – All Hazards Response
1900 South F.M. 369
Burkburnett, TX 76354
Tel#: 979-224-8236
e-mail: jon.reese@tfs.tamu.edu

Participating Employer
Williamson County Emergency Services
701 S. Main Street, #101
Georgetown, TX 78626
512-943-1550

Member
Michael Shoe
911 Tracy Chambers Lane,
Georgetown, Texas 78626
512-688-0076
michael.shoe@wilco.org

XI. GENERAL PROVISIONS

A. This MOA, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOA constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. TFS, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. In addition, the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination.

F. To the extent applicable, Member and Participating Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

G. If this MOA has a value of $100,000 or more and if Participating Employer is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to *Texas Government Code* § 2271.002, Participating Employer certifies that Participating Employer does not boycott Israel and will not boycott Israel during the term of this MOA. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in *Texas Government Code* § 808.001.

H. Pursuant to Chapter 2252, *Texas Government Code*, Participating Employer certifies that Participating Employer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TFS may terminate this MOA if this certification is inaccurate.

I. Pursuant to Section 2155.0061, *Texas Government Code*, Participating Employer and Member each certify that Participating Employer is not ineligible to enter into this MOA due to financial participation by a person who, during the five-year period preceding the date of this MOA, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that TFS may terminate this MOA and withhold payment if this certification is inaccurate.

J. Member, Participating Employer, and each person signing on behalf of Participating Employer, certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or the A&M System Board of Regents, nor any employee or person whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

K. Participating Employer and Member each certify that Member has not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4.

L. Participating Employer and Member each acknowledge that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOA, as well as any other disclosure of information required by applicable Texas law. Upon TFS's written request, Participating Employer and Member shall provide specified public information exchanged or created under this MOA that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, "public information" has the meaning assigned in Section 552.002, *Texas Government Code*, but only includes information to which TFS has a right of access. Participating Employer and Member each acknowledge that TFS may be required to post a copy of the fully-executed MOA on TFS's website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

XII. ENTIRE AGREEMENT

This MOA along with the following Attachments reflects the entire agreement between the parties:

Attachment A, IMT Code of Conduct
Attachment B, IMT Pay Schedule by Position
Attachment C, IMT Travel and Labor Reimbursement Form (most current revision)

Participating Employer and Member hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G Boggus
Name: Tom G. Boggus
Title: Director and State Forester
Date: 7-13-2020

PARTICIPATING EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

MEMBER:

Signature: MSC
Name: Michael Shoe
Date: 08/18/2020

ATTACHMENT A

IMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the IMT Program.

ATTACHMENT B

IMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE IMT TRAVEL AND LABOR REIMBURSEMENT FORM

Memorandum of Agreement

Between
The Texas A&M Forest Service
And
Regional Incident Management Team Member
And
The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 26th day of March, 2020 by and between the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (RIMT) Member Shantelle Dunn Brannon (Member) and the Participating Employer Williamson County OEM/EMS (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOA apply to RIMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted as an RIMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Single Resource: An individual who has been formally accepted as an RIMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with TFS.

G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the RIMT Program.

H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).

I. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

J. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

K. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the RIMT.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize Members according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Provide coordination between the State, other relevant governmental and private entities, Participating Employer and Member.

5. Maintain a primary contact list for all Members.

6. Maintain personnel files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the RIMT Program.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to its personnel participating in the RIMT Program, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the RIMT program. A Single Resource Member must report to TFS, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.

4. Maintain support of Participating Employer for participation in RIMT activities.

5. Keep Participating Employer advised of RIMT activities that may require time off from work.

6. Advise TFS RIMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.

8. Be prepared to operate in the disaster environment.

9. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning on RIMT is prudent, TFS shall request the activation of an RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify Members of activation of an RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When an RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of an RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident in conjunction with a TFS representative.

3. TFS may remove a Member from the RIMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the RIMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. TFS will reimburse Participating Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Section VIII, C). TFS will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Participating Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Participating Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply based on the demobilization order for that deployment.

4. TFS will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Participating Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. Participating Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of Member as an Single Resource

1. TFS will pay a Single Resource Member for all wages specified in the RIMT Standard Pay Policy (Section VIII, C).

2. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. Single Resource Member must submit to TFS all reimbursement requests within 30 days of de-activation or completion of TFS/State sponsored training event.

C. Standard Pay Policy: This section delineates the policy for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a Member.

1. Pay Rate

A. TFS will reimburse Participating Employer for the participation of each Member who is employed by them at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Participating Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Employer payroll printout submitted to TFS.

B. Participating Employer will be reimbursed for hours worked on the deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link:
http://www.nwcg.gov/sites/default/files/products/pms902.pdf

C. As a Single Resource, Members will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment B). The Single Resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

2. **Work Periods:** Work periods shall be determined by the incident commander.

A. Every day may be considered a workday during the Activation until the Activation is over, and the RIMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

3. **Ordered Standby**

A. Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

D. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment C).

2. TFS will process payment to Participating Employer or Single resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Participating Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOA.

4. All financial commitments herein are made subject to availability of funds from the State.

E. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Participating Employer for proper processing of Workers Compensation claim. Participating Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

F. Liability

1. It is mutually agreed that TFS, Participating Employer and Member shall each be responsible for their own losses arising out of the performance of this MOA.

G. Employment Status

1. The Member shall remain an employee of Participating Employer and not of TFS at all times. Single Resource is an independent contractor, and not an employee of TFS.

2. TFS has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOA. Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOA may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOA.

C. This MOA is governed by the laws of the State of Texas. Venue for any suits related to this MOA shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Chelsea Brewster
AHIMT Business Coordinator
200 Technology Way, Suite 1162
College Station, TX 77845
Tel#: 979-458-7350
e-mail: cbrewster@tfs.tamu.edu

Participating Employer

WILLIAMSON COUNTY OEM
WILLIAMSON COUNTY EMS
701 S. MAIN STREET, #101
GEORGETOWN, TX 78626
512-943-1550

Member

SHANTELLE DUNN BRANNON
TRACY CHAMBERS LANE
GEORGETOWN, TX 78626
512-968-7653
SHANTELLE.BRANNON@WILCO.ORG

XI. GENERAL PROVISIONS

A. This MOA, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOA constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. TFS, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. In addition, the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination.

F. To the extent applicable, Member and Participating Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

This MOA along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Pay Schedule by Position
Attachment C, RIMT Travel and Personnel Reimbursement Form (most current revision)

Participating Employer and Member hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G Boggus
Name: Tom G. Boggus
Title: Director and State Forester
Date: 4-11-2020

PARTICIPATING EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

MEMBER:

Signature: Shantelle Dunn Brannon
Name: Shantelle Dunn Brannon
Date: 05/26/2020

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the RIMT Program.

ATTACHMENT B

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM FOUND AT LINK BELOW

http://ticc.tamu.edu/response/ahimt.htm

Memorandum of Agreement

Between
The Texas A&M Forest Service
And
Incident Management Team Member
And
The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 7th day of July, 2020 by and between the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (IMT) Member Aubury Holmes (Member) and the Participating Employer Williamson County Emergency Services (Employer).

I. PURPOSE

To delineate responsibilities and procedures for IMT activities performed within or outside of the state of Texas under the authority of the:

- State of Texas Emergency Management Plan when responding to state all hazards/wildfire response activities.
- TFS and its Master Cooperative Wildland Fire Management and Stafford Act Response Agreement with the United States Department of Agriculture-Forest Service (USFS), Bureau of Land Management, National Park Service, Bureau of Indian Affairs and United States Fish and Wildlife Service. The federal agencies are collectively referred to herein as "Federal Agencies" when responding to federal all hazards/wildland fire response activities.
- The State of Texas through the Emergency Management Assistance Compact (EMAC), Texas Health and Safety Code, Chapter 778 or the South Central Interstate Forest Fire Protection Compact, Texas Education Code, Chapter 88.112 when responding to other states' all hazards/wildland fire response activities.

II. SCOPE

The provisions of this MOA apply to IMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and TFS to maintain IMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to IMT activities shall begin.

B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Single Resource: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with TFS.

G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the IMT Program.

H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).

I. IMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

J. TFS/State Sponsored IMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

K. Local IMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the IMT.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize Members according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the IMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Provide coordination between the State, federal or other relevant governmental and private entities, Participating Employer and Member.

5. Maintain a primary contact list for all Members.

6. Maintain files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the IMT Program.

2. Provide a primary point of contact to TFS for the purpose of notification of IMT activities.

3. Provide administrative support to its personnel participating in the IMT Program, i.e. "time off" when fiscally reasonable to do so for IMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored IMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the IMT program. A Single Resource Member must report to TFS, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.

4. Maintain support of Participating Employer for participation in IMT activities.

5. Keep Participating Employer advised of IMT activities that may require time off from work.

6. Advise TFS IMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.

8. Be prepared to operate in the disaster environment.

9. Follow the IMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State or a federal agency for disaster assistance, and/or determination that pre-positioning on IMT is prudent, TFS shall request the activation of an IMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify Members of activation of an IMT.

2. Upon arrival at the POA, an initial briefing will be provided to include, maps, food, housing and any other items essential to the initial set-up and support of the IMT.

3. When an IMT is activated, the IMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The IMT shall be re-deployed to the original POA upon completion of the IMT mission.

C. Management

1. TFS will have overall management, command and control of all IMT resources and operations.

2. Tactical deployment of an IMT will be under the direction of the local Incident Commander and the IMT Incident Commander assigned to the incident.

3. TFS may remove a Member from the IMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local IMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local IMT sponsored training or exercises. Local IMT sponsored training or exercises shall be performed at the direction, control and funding of the local IMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored IMT Training and Exercises

Periodically Members will be required and/or invited to attend TFS/State IMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the IMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. TFS will reimburse Participating Employer for all wages identified and allowed in the IMT Standard Pay Policy (Section VIII, C). TFS will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of:

   A. Expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TFS cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

   B. Reimbursing the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will

be made for that Member. TFS will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

3. TFS will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

4. TFS will reimburse Participating Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

5. Participating Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of Member as an Single Resource

1. TFS will pay a Single Resource Member for all wages specified in the IMT Standard Pay Policy (Section VIII, C).

2. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

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C. Standard Pay Policy: This section delineates the policy for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a Member.

1. Pay Rate

A. TFS will reimburse Participating Employer for the participation of each Member who is employed by them at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Participating Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Employer payroll printout submitted to TFS.

B. Participating Employer will be reimbursed for hours worked on the

deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link: http://www.nwcg.gov/sites/default/files/products/pms902.pdf

C. TFS will pay a Single Resource, Member at the rate identified with his/her IMT position on the IMT Pay Schedule by Position (see Attachment B). The Single Resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

2. Work Periods: Work periods shall be determined by the incident commander.

A. Every day may be considered a workday during the Activation until the Activation is over, and the IMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

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A. Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

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1. All requests for reimbursement must be submitted using the most current IMT Travel and Labor Reimbursement Form (Attachment C).

2. TFS will process payment to Participating Employer or Single Resource for all allowable expenses within 30 days of receipt of the properly completed and supported IMT Travel and Labor Reimbursement Form.

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4. All financial commitments herein are made subject to availability of funds.

E. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an IMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Participating Employer for proper processing of Workers Compensation claim. Participating Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

F. Liability

1. It is mutually agreed that TFS, Participating Employer and Member shall each be responsible for their own losses arising out of the performance of this MOA.

G. Employment Status

1. The Member shall remain an employee of Participating Employer and not of TFS at all times. Single Resource is an independent contractor, and not an employee of TFS.

2. TFS has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOA. Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOA may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOA.

C. This MOA is governed by the laws of the State of Texas. Venue for any suits related to this MOA shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Jon Reese
Assistant Chief – All Hazards Response
1900 South F.M. 369
Burkburnett, TX 76354
Tel#: 979-224-8236
e-mail: jon.reese@tfs.tamu.edu

Participating Employer
Williamson County Emergency Services
701 S. Main Street, #101
Georgetown, TX 78626
512-943-1550

Member
Aubury Holmes
48 Verde Ranch Loop,
Leander, Texas 78641
512-584-0349
aholmes@wilco.org

XI. GENERAL PROVISIONS

A. This MOA, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOA constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. TFS, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. In addition, the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination.

F. To the extent applicable, Member and Participating Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

G. If this MOA has a value of $100,000 or more and if Participating Employer is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to *Texas Government Code* § 2271.002, Participating Employer certifies that Participating Employer does not boycott Israel and will not boycott Israel during the term of this MOA. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in *Texas Government Code* § 808.001.

H. Pursuant to Chapter 2252, *Texas Government Code*, Participating Employer certifies that Participating Employer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TFS may terminate this MOA if this certification is inaccurate.

I. Pursuant to Section 2155.0061, *Texas Government Code*, Participating Employer and Member each certify that Participating Employer is not ineligible to enter into this MOA due to financial participation by a person who, during the five-year period preceding the date of this MOA, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that TFS may terminate this MOA and withhold payment if this certification is inaccurate.

J. Member, Participating Employer, and each person signing on behalf of Participating Employer, certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or the A&M System Board of Regents, nor any employee or person whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

K. Participating Employer and Member each certify that Member has not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4.

L. Participating Employer and Member each acknowledge that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOA, as well as any other disclosure of information required by applicable Texas law. Upon TFS's written request, Participating Employer and Member shall provide specified public information exchanged or created under this MOA that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, "public information" has the meaning assigned in Section 552.002, *Texas Government Code*, but only includes information to which TFS has a right of access. Participating Employer and Member each acknowledge that TFS may be required to post a copy of the fully-executed MOA on TFS's website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

XII. ENTIRE AGREEMENT

This MOA along with the following Attachments reflects the entire agreement between the parties:

Attachment A, IMT Code of Conduct
Attachment B, IMT Pay Schedule by Position
Attachment C, IMT Travel and Labor Reimbursement Form (most current revision)

Participating Employer and Member hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G Boggus
Name: Tom G. Boggus
Title: Director and State Forester
Date: 7-13-2020

PARTICIPATING EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

MEMBER:

Signature: _____
Name: Aubrey Holmes
Date: 08/21/2020

ATTACHMENT A

IMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the IMT Program.

ATTACHMENT B

IMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE IMT TRAVEL AND LABOR REIMBURSEMENT FORM

Memorandum of Agreement

Between
The Texas A&M Forest Service
And
Incident Management Team Member
And
The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 7th day of July, 2020 by and between the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (IMT) Member Kyle McKnight (Member) and the Participating Employer Williamson County Emergency Services (Employer).

I. PURPOSE

To delineate responsibilities and procedures for IMT activities performed within or outside of the state of Texas under the authority of the:

- State of Texas Emergency Management Plan when responding to state all hazards/wildfire response activities.
- TFS and its Master Cooperative Wildland Fire Management and Stafford Act Response Agreement with the United States Department of Agriculture-Forest Service (USFS), Bureau of Land Management, National Park Service, Bureau of Indian Affairs and United States Fish and Wildlife Service. The federal agencies are collectively referred to herein as "Federal Agencies" when responding to federal all hazards/wildland fire response activities.
- The State of Texas through the Emergency Management Assistance Compact (EMAC), Texas Health and Safety Code, Chapter 778 or the South Central Interstate Forest Fire Protection Compact, Texas Education Code, Chapter 88.112 when responding to other states' all hazards/wildland fire response activities.

II. SCOPE

The provisions of this MOA apply to IMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and TFS to maintain IMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to IMT activities shall begin.

B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Single Resource: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with TFS.

G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the IMT Program.

H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).

I. IMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

J. TFS/State Sponsored IMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

K. Local IMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the IMT.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize Members according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the IMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Provide coordination between the State, federal or other relevant governmental and private entities, Participating Employer and Member.

5. Maintain a primary contact list for all Members.

6. Maintain files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the IMT Program.

2. Provide a primary point of contact to TFS for the purpose of notification of IMT activities.

3. Provide administrative support to its personnel participating in the IMT Program, i.e. "time off" when fiscally reasonable to do so for IMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored IMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the IMT program. A Single Resource Member must report to TFS, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.

4. Maintain support of Participating Employer for participation in IMT activities.

5. Keep Participating Employer advised of IMT activities that may require time off from work.

6. Advise TFS IMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.

8. Be prepared to operate in the disaster environment.

9. Follow the IMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State or a federal agency for disaster assistance, and/or determination that pre-positioning on IMT is prudent, TFS shall request the activation of an IMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify Members of activation of an IMT.

2. Upon arrival at the POA, an initial briefing will be provided to include, maps, food, housing and any other items essential to the initial set-up and support of the IMT.

3. When an IMT is activated, the IMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The IMT shall be re-deployed to the original POA upon completion of the IMT mission.

C. Management

1. TFS will have overall management, command and control of all IMT resources and operations.

2. Tactical deployment of an IMT will be under the direction of the local Incident Commander and the IMT Incident Commander assigned to the incident.

3. TFS may remove a Member from the IMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local IMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local IMT sponsored training or exercises. Local IMT sponsored training or exercises shall be performed at the direction, control and funding of the local IMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored IMT Training and Exercises

Periodically Members will be required and/or invited to attend TFS/State IMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the IMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. TFS will reimburse Participating Employer for all wages identified and allowed in the IMT Standard Pay Policy (Section VIII, C). TFS will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of:

   A. Expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TFS cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

   B. Reimbursing the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will

be made for that Member. TFS will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

3. TFS will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for IMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

4. TFS will reimburse Participating Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

5. Participating Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of Member as an Single Resource

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B. Participating Employer will be reimbursed for hours worked on the

deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link: http://www.nwcg.gov/sites/default/files/products/pms902.pdf

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A. Every day may be considered a workday during the Activation until the Activation is over, and the IMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

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TFS
Jon Reese
Assistant Chief – All Hazards Response
1900 South F.M. 369
Burkburnett, TX 76354
Tel#: 979-224-8236
e-mail: jon.reese@tfs.tamu.edu

Participating Employer
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Georgetown, TX 78626
512-943-1550

Member
Kyle McKnight
1425 Crested Butte Way
Georgetown, TX 78626
512-688-0526
kmcknight@wilco.org

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B. Acceptance of funds under this MOA constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. TFS, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. In addition, the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination.

F. To the extent applicable, Member and Participating Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

G. If this MOA has a value of $100,000 or more and if Participating Employer is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to *Texas Government Code* § 2271.002, Participating Employer certifies that Participating Employer does not boycott Israel and will not boycott Israel during the term of this MOA. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in *Texas Government Code* § 808.001.

H. Pursuant to Chapter 2252, *Texas Government Code*, Participating Employer certifies that Participating Employer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TFS may terminate this MOA if this certification is inaccurate.

I. Pursuant to Section 2155.0061, *Texas Government Code*, Participating Employer and Member each certify that Participating Employer is not ineligible to enter into this MOA due to financial participation by a person who, during the five-year period preceding the date of this MOA, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that TFS may terminate this MOA and withhold payment if this certification is inaccurate.

J. Member, Participating Employer, and each person signing on behalf of Participating Employer, certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or the A&M System Board of Regents, nor any employee or person whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

K. Participating Employer and Member each certify that Member has not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4.

L. Participating Employer and Member each acknowledge that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOA, as well as any other disclosure of information required by applicable Texas law. Upon TFS's written request, Participating Employer and Member shall provide specified public information exchanged or created under this MOA that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, "public information" has the meaning assigned in Section 552.002, *Texas Government Code*, but only includes information to which TFS has a right of access. Participating Employer and Member each acknowledge that TFS may be required to post a copy of the fully-executed MOA on TFS's website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

XII. ENTIRE AGREEMENT

This MOA along with the following Attachments reflects the entire agreement between the parties:

Attachment A, IMT Code of Conduct
Attachment B, IMT Pay Schedule by Position
Attachment C, IMT Travel and Labor Reimbursement Form (most current revision)

Participating Employer and Member hereby acknowledge that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G. Boggus
Name: Tom G. Boggus
Title: Director and State Forester
Date: 7-13-2020

PARTICIPATING EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

MEMBER:

Signature: _____
Name: KYLE MCKNIGHT
Date: 08/21/2020

ATTACHMENT A

IMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the IMT Program.

ATTACHMENT B

IMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE IMT TRAVEL AND LABOR REIMBURSEMENT FORM

Commissioners Court - Regular Session **27.**

Meeting Date: 09/01/2020

Funding For Covid Test Sites

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action to fund expenses associated with State Covid Test Sites from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding budget.

Background

The following items are being requested to be funded for the COVID Test Sites that will be provided by the State in Georgetown and Hutto. Porta-potties/Hand Washing Stations: 2 for the Georgetown site for an estimate of $435. Online Advertising through Community Impact for an estimate of $1,575. For an approximate total budget of $2,010.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:57 PM
Form Started By: Michael Shoe		Started On: 08/21/2020 10:38 AM
Final Approval Date: 08/21/2020		

Commissioners Court - Regular Session **28.**

Meeting Date: 09/01/2020

Verizon Letter of Agreement For Enterprise Messaging

Submitted By: Terry Purvis, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Verizon Letter of Agreement for Enterprise Messaging

Background

As a part of the Williamson County Emergency Communications (WCEC) messaging system upgrade project, WCEC would like to use the Verizon Enterprise Messaging System to use Wireless Communications Transfer Protocol (WCTP) and Simple Network Paging Protocol (SNPP) to send information to first responders that have Verizon as their wireless carrier.

There is no cost associated with the Verizon Enterprise Messaging System for public safety and first responders.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Verizon LOA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/25/2020 02:05 PM
County Judge Exec Asst.	Andrea Schiele	08/25/2020 02:23 PM
Form Started By: Terry Purvis		Started On: 08/20/2020 12:41 PM
Final Approval Date: 08/25/2020		

Verizon Wireless
10170 Junction Drive
Annapolis Junction, MD 20701

August 20, 2020

Terry Purvis
Division Manager – Technology, Logistics & Special Operations
Williamson County Court at Law #3
710 S Main Street, Suite 303
Georgetown, TX 78626

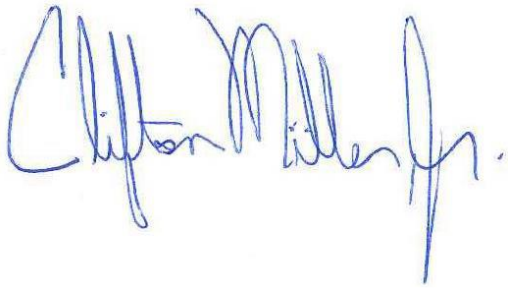
Dear Terry Purvis:

Verizon Wireless is pleased to introduce Williamson County Court at Law #3 to our Enterprise Messaging Service which will allow you to send high volumes of SMS messages in a fast, secure, and efficient way. The material attached details the terms and conditions of the Enterprise Messaging Service which will provide the terms of use for the Enterprise Messaging Service.

To begin taking advantage of this service, please sign the attached form and return it to your Verizon Wireless Sales Representative today. **The attached Acknowledgement Form will become effective when signed by an authorized representative of Williamson County Court at Law #3.**

Please feel free to contact your Verizon Wireless Sales Representative with any questions.

Sincerely,



Clifton Miller, Jr.
Director, Contract Management – State & Local Government

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Enterprise Messaging (Open Market) Please note that these plans are being offered as Open Market. Contingent upon execution of a Blanket Purchase Agreement between the parties.		
Enterprise Messaging is Not eligible for monthly access fee discounts		
Messaging Allowance	**Enterprise Messaging Monthly Access** (standard text messaging rates apply for Recipient)	**Per Message After Allowance**
100,000	$200.00	$0.02
Unlimited	$500.00	N/A
Public Safety Unlimited	$0.00 (For Public Safety/First Responders Only as defined below*)	N/A

*The $0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security

1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is only available to Customers that have a valid Blanket Purchase Agreement with at least five (5) active Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can usE-Compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading

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or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. Public Safety/First Responders:–Public Safety/First Responders shall not be subject to the minimum five (5) Government Subscriber requirement. Additionally, for eligible Customers, Customer acknowledges and agrees that the $0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities.

4. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

5. CUSTOMER'S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

6. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

7. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

8. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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9. INDEMNIFICATION: Customer shall defend, indemnify, and save harmless Verizon Wireless and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of Enterprise Messaging or EMAG including reasonable counsel fees and costs.

10. NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

11. SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT: These terms supplement Customer's Government Agreement as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Government Agreement these terms shall control with respect to Enterprise Messaging.

SIGNATURES	
Customer represents and warrants to Verizon Wireless that: (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action of Customer to the extent applicable; and (b) the person signing this Agreement on Customer's behalf is duly authorized to bind Customer to this Agreement. Customer further represents and warrants that it shall use EMAG service only with enrolled subscribers and in accordance with this Agreement and applicable industry standards.	
Customer: **Williamson County Court at Law #3**	Address: **710 S Main Street, Suite 303, Georgetown, TX 78626**
Profile ID: **798690 (D&B Location 076930049)**	NAICS: **921110-Executive Offices**
Signature:	Date:
Name:	Title:

CUSTOMER ENTERPRISE MESSAGING CONTACT INFORMATION	
Contact Name: **Terry E. Purvis**	Phone Number: **512-864-8252**
Email Address: **tpurvis@wilco.org**	

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Commissioners Court - Regular Session **29.**

Meeting Date: 09/01/2020

Anderson Mill Limited District Standard 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 the Standard Agreement with Anderson Mill Limited District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

Background

This renewal agreement gives permission for Anderson Mill Limited District to contract County Sheriff Deputies in a private capacity and the County to invoice Anderson Mill Limited District for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2020 and will have two additional one year automatic renewals on October 1, 2021 and October 1, 2022. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2023 (FY'2024).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Anderson Mill Limited District

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:45 AM
Form Started By: Starla Hall		Started On: 08/26/2020 04:07 PM
Final Approval Date: 08/27/2020		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, 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 employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars

($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1st, 20~~2~~20 and shall terminate on September 30, 2021, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2021, and October 1, 2022. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2024.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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.

LGE:

Name of LGE: Anderson Mill Limited District

Signature: [signature]

Printed Name: Greg Williams

Title: District Manager

Date: Aug 25, 2020

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [signature]

Date: August 27, 2020

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **30.**

Meeting Date: 09/01/2020

Highlands at Mayfield Ranch MUD Standard 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 the Standard Agreement with Highlands at Mayfield Ranch Municipal Utility District regarding off duty contracting of County Sheriff Deputies to be effective October 1, 2020.

Background

This renewal agreement gives permission for Highlands at Mayfield Ranch MUD to contract County Sheriff Deputies in a private capacity and the County to invoice Highlands at Mayfield Ranch MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2020 and will have two additional one year automatic renewals on October 1, 2021 and October 1, 2022. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2023 (FY'2024).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Highlands at Mayfield Ranch MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:33 AM
Form Started By: Starla Hall		Started On: 08/26/2020 04:19 PM
Final Approval Date: 08/27/2020		

STATE OF TEXAS	**§**	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	**§**	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2020 and shall terminate on September 30, 2021, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the

applicable governing bodies and elected official(s) for the fiscal year beginning on October 1, 2023.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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.

LGE:

Highlands at Mayfield Ranch Municipal Utility District

Signature: _____

Printed Name: Kirk M. Slack

Title: President, Board of Directors

Date: July 29, 2020

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: August 27, , 2020

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:_____

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **31.**

Meeting Date: 09/01/2020

Donation of bottled water & face masks for Sheriff's Office

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of 4 cases of bottled water and a small box of face masks for the Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

Background

On August 19, 2020, an anonymous donor wanting to show their support for law enforcement donated 4 cases of bottled water and small box of face masks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 12:56 PM
Form Started By: Starla Hall		Started On: 08/20/2020 08:04 AM
Final Approval Date: 08/21/2020		

Commissioners Court - Regular Session **32.**

Meeting Date: 09/01/2020

Donation of K9 trailing leads 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 to accept a donation of (7) 30 ft. trailing leads for the Sheriff's Office K9s from Linda and Angela Caffey pursuant to Tex. Loc. Gov't. Code 81.032.

Background

Linda Caffey and Angela Caffey of Morgan Stanley Wealth Management contacted the Sheriff's Office about purchasing and donating items for the K9s to show their support of the K9 Unit. They will be purchasing (7) 30 ft. trailing leads for $129.96 each.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 08:08 AM
Form Started By: Starla Hall		Started On: 08/26/2020 05:32 PM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **33.**

Meeting Date: 09/01/2020

Extension of Ghulam Khan M.D. PSA for Williamson County Jail

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulam Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $79,200 for the term of October 1, 2020 – September 30, 2021 and authorizing execution of the renewal agreement.

Background

The Sheriff's Department requested renewal with Ghulam Khan, M.D. for these services. The FY21 funding source is under General Fund, Corrections, Jail Doctor, 01. 0100.0570.004116. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Psychiatric Services Jail - Ghulam Khan, M.D. PSA - FY21

Psychiatric Services Jail - Ghulam Khan, M.D. PSA FY20

Psychiatric Services Jail - Ghulam Khan M.D. PSA - original

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 11:01 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:36 AM
Form Started By: Dianne West		Started On: 08/26/2020 01:36 PM
Final Approval Date: 08/27/2020		

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR PSYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2020

Provider: Ghulam M. Kahn, M.D.

Provider's Mailing Address:

Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

Extension of the Agreement:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2020 and ending on midnight of September 30, 2021 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell, Jr.
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR PSYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2019

Provider: Ghulam M. Kahn, M.D.

Provider's Mailing Address:

Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

Extension of the Agreement:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2019 and ending on midnight of September 30, 2020 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Bill Gravell,
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Ghulam M. Kahn, M.D., hereinafter referred to as PROVIDER, for the purpose of providing psychiatric services and attention for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide outpatient psychiatric services and attention for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and attention in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide psychiatric services and attention for a not to exceed weekly amount of sixteen (16) hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide psychiatric services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute psychiatrist to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide outpatient psychiatric attention to all inmates requiring such attention. These services shall include, but are not limited to, follow-up on all lab tests and all inmates who have had psychiatric attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty psychiatric services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty psychiatric services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of outpatient psychiatric care and attention.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the psychiatric needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute psychiatrist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM AND TERMINATION

This Agreement shall become effective as of October 1, 2013 and continue thereafter until September 30, 2014. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III.
COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $6,000.00 for each month for the services described under "SCOPE OF SERVICES". This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant

Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI.
DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. Provider shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the Policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
FORCE MAJEURE

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

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

XII.
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.

XIII.
VENUE AND GOVERNING LAW

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

XIV.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents 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.

XV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XVI.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

Date: 10-10-, 2013

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

Date: 9/20, 2013.

EXHIBIT "A"

INSURANCE POLICY AND COVERAGE LIMITS

REU

Regional Excess Underwriters, LLC

Quote Cover Letter

Date: September 25, 2013

To: Judy Rice, Extraco Banks NA

From: Victoria Dearing
Phone: (877) 738-3172 Ext .
Email: vdearing@regionalxs.com Fax: (866) 495-9044

Re: Insured: Ghulam M Khan MD
Proposed Effective Date: 9/30/2013

Premium: $4,000.00
Policy Fee $250.00
Taxes: $208.68
Total: $4,458.68

Agent Commission: 10%

AT TIME OF BINDING
A fully completed and signed Markel Statement, as attached
Copy of current coverage for other services

Attached please see the quotation from Evanston Insurance Company. Please review and contact me with any questions you may have.

Please note: the terms and conditions of this quotation may not comply with the specifications submitted for consideration. Please read this quote carefully and compare it against your specifications. ** **Written request needed to bind****

Thank you for allowing us to be of service.

Reference #: 0689226

REGIONAL EXCESS UNDERWRITERS, LLC
122 W. John Carpenter Freeway
Suite 350
Irving, TX 75039
Phone: (877) 738-3172 / Fax: (866) 495-9044

September 25, 2013

From: Vicky Dearing
REGIONAL EXCESS UNDERWRITERS, LLC

RE: GHULAM MUSTAFA KHAN, MC
Risk ID: 4046970

We are pleased to offer the following terms for the captioned which are valid for thirty (30) dayse:

Proposed Named Insured(s):

Coverage A: GHULAM MUSTAFA KHAN, MD

Coverage B: none

Issuing Company: EVANSTON INSURANCE COMPANY, a Surplus Lines company

Policy Form: MM-20000 08/09 - Physicians, Surgeons, Dentists and Podiatrists Professional Liability Insurance Policy (claims made form)

Note: This policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible.

Policy Limits:

Coverage A*			Policy	Deductible	Annual
Each Claim	Aggregate	Per Patient	Aggregate	Each Claim	Premium
$200,000	$600,000	$200,000	$600,000	$5,000	$4,000

*Coverage A: Individual Professional Liability

Policy Fee $250

Retroactive Date: Policy Inception

Professional Specialty: Psychiatry services at the Williamson County Jail

Extended Reporting Period (bi-lateral): 12/24/36 months at 150%/200%/250% of the total annual premium, respectively
Up to 7 years Extended Reporting Period available: See Endorsement MEIL 5229 09 10, attached.

Terms are subject to receipt, review and acceptance of the following, by an underwriter of EVANSTON INSURANCE COMPANY, PRIOR TO BINDING COVERAGE:

1. A fully completed Markel Statement, as attached.
2. Copy of current coverage for other services

The underwriter reserves the right to amend or withdraw terms upon review of the above additional information.

In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.

MARKEL EVANSTON INSURANCE COMPANY SPECIMEN

Endorsement

Named Insured:
GHULAM MUSTAFA KHAN, MD

Attached to and forming
a part of Policy No.:
Endorsement No.: 1
Effective Date of Endorsement:

25% MINIMUM EARNED PREMIUM ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that in the event that this policy is cancelled by the Named Insured, the policy premium is subject to a minimum earned premium of twenty-five percent (25%) of the total premium.

All other provisions of the policy shall remain unchanged.

2013/09/26 15:31:26 7 SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Item 0. of the Declarations, an Extended Reporting Period of the following duration shall also be available:

48 months;
60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged

INTERLINE

MARKEL®

EVANSTON INSURANCE COMPANY

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS AND EXCLUSIONS – ELECTRONIC DATA AND DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

This endorsement modifies insurance provided under the following:

LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS AND PROFESSIONAL LIABILITY INSURANCE POLICY

Section The Exclusions is amended by the addition of the following:

any Claim based upon or arising out of any violation of:

(a) the Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;

(b) the CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation; or

(c) any other statute, law, rule, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of information or other material.

All other terms and conditions remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is understood and agreed that the following is added to Section Other Conditions D., Other Insurance.

If any Claim under this policy is also covered by one or more policies issued by this Company or any of its affiliated companies affording coverage to the Named Insured or to any entity or person who controls, is controlled by, or is affiliated by common control with the Named Insured, then with respect to such Claim:

1. the Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and
2. the total Limit of Liability available for such Claim shall not exceed the greatest available Limit of Liability remaining on all such policies at the time the Claim is made and its payment shall extinguish this Company's and its affiliated companies' liability on all such policies for such Claim.

Nothing contained in this endorsement shall be construed to increase the Limits of Liability of this policy.

All other terms and conditions of this policy remain unchanged

MARKEL®

EVANSTON INSURANCE COMPANY

SPECIMEN

IMPORTANT POLICYHOLDER NOTICE

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% (percent) tax on gross premium.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at:

1-800-507-7626

You may write to the insurance company at:

Markel Legal Department
Ten Parkway North
Deerfield, Illinois 60015

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerPotection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Prescribed by the State Board of Insurance
Effective May 1, 1992

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-507-7626

Usted puede escribir a la compania de seguros:

Markel Legal Department
Ten Parkway North
Deerfield, Illinois 60015

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerPotection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Ordenado por el consejo Estatal de Directores de Seguros, Effectivo el 1 de Mayo 1992

MARKEL®

- ☐ Deerfield Insurance Company
- ☐ Evanston Insurance Company
- ☐ Essex Insurance Company
- ☐ Markel American Insurance Company
- ☐ Markel Insurance Company
- ☐ Associated International Insurance Company

APPLICATION ACCEPTANCE AND REPRESENTATION STATEMENT ("Statement")

1. Full name of Applicant: _____

2. It is understood and agreed that application is being made to the Company. All information contained in the application dated _____ ("Application") and completed on behalf of the Applicant will be relied upon by the underwriting manager, Company and/or affiliates thereof in issuing a policy.

3. The underwriting manager, Company and/or affiliates thereof will rely upon:

   (a) The truth and accuracy of the representations contained in the Application;

   (b) The Applicant represents that the statements and any attachments to the Application are true and accurate to the best knowledge and belief of the undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance and declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements in the Application and in any attachments, are true and complete;

NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

No fact, circumstance or situation indicating the probability of a claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or entity(ies) proposed for this insurance other than that which is disclosed in the Application. It is agreed by all concerned that if there be knowledge of any such fact, circumstance or situation, any claim subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

The policy applied for is SOLELY AS STATED IN THE POLICY, if issued, which provides coverage on a claims made basis for ONLY THOSE "CLAIMS" THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, unless the extended reporting period option is exercised in accordance with the terms of the policy. The policy has specific provisions detailing claim reporting requirements.

The underwriting manager, Company and/or affiliates thereof are authorized to make any inquiry in connection with the Application and this Statement.

WARRANTY

I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of the Application and this Statement by issuance of a policy. I/We authorize the release of claim information from any prior insurer to the underwriting manager, Company and/or affiliates thereof.

Signing this Statement does not bind the Company to provide or the Applicant to purchase the insurance.

It is understood that information submitted herein becomes a part of the Application for insurance and is subject to the same declarations, representations and conditions.

Must be signed by director, executive officer, partner or equivalent within 60 days of the proposed effective date.

Name of Applicant	Title
Signature of Applicant	Date

Notice to Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties

Commissioners Court - Regular Session **34.**

Meeting Date: 09/01/2020

Extension of Todd C. Harris, P.C. PSA for Williamson County Jail

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $93,500.00 for the term of October 1, 2020 - September 30, 2021 and authorizing execution of the renewal agreement.

Background

The Sheriff's Department requested renewal with Todd C. Harris for these services. The FY21 funding source is under General Fund, Corrections, Dental, 01.0100.0570.003317. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dental Services for Jail - Todd C. Harris, P.C. PSA - FY21

Dental Services for Jail - Todd C. Harris, P.C. PSA - FY20

Dental Services for Jail - Todd C. Harris, P.C. PSA - original

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 11:03 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:37 AM
Form Started By: Dianne West		Started On: 08/26/2020 02:05 PM
Final Approval Date: 08/27/2020		

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2020

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

Agreement to the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2020 and ending on midnight of September 30, 2021 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: TC Harris

Printed Name: TODD C HARRIS

Representative Capacity: PROVIDER

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2019

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

Agreement to the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2019 and ending on midnight of September 30, 2020 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Bill Gravell,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: TC Harris

Printed Name: TODD C HARRIS

Representative Capacity: DENTIST

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Todd C. Harris, P.C., a Texas professional corporation, hereinafter referred to as PROVIDER, for the purpose of providing dental services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide dental services as a dentist licensed to practice dentistry in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of dental care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her license to practice dentistry in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide dental services for up to eight (8) hours per week for fifty-two (52) weeks during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide dental services and PROVIDER will provide COUNTY with a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide dental services to all inmates requiring such attention. These dental services shall include Dental Emergency Coverage (DEC) services.

PROVIDER will be under no obligation to provide specialty dental services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty dental services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of dental care provided under this Agreement.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the dental needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute dentist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party to execute this Agreement, and continue for one (1) year thereafter. By separate writing, the parties may agree to extend this Agreement for an additional term following said initial term.

Either party may terminate this Agreement at any time for any reason (or without cause) on sixty (60) day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to PROVIDER for services provided and expenses incurred to and including the date of termination, will be due and payable.

III.
COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of Six Thousand Six Hundred Sixty Six an No/100 Dollars ($6,666.66) each month during the term of this Agreement for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate dental information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VIII.
FORCE MAJEURE

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

IX.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

X.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

and with a copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

PROVIDER: Todd C. Harris, P.C.
1600 West 38th Street Suite 305
Austin, TX 78731

XI.
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.

XII.
VENUE AND GOVERNING LAW

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

XIII.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents 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.

XIV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement

for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVI.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 7th day of April, 2009.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis,
Williamson County Judge

Approved as to Form:

By: _____
Hal C. Hawes
Assistant Williamson County Attorney

By: James Gilger
James Gilger, CPA,
Williamson County Contract
Management Auditor

PROVIDER:

Todd C. Harris, P.C.

By: _____

Printed Name: Todd C Harris DDS

Representative Capacity: Dentist

Commissioners Court - Regular Session **35.**

Meeting Date: 09/01/2020

Extension of Adam Barta, M.D. PSA for Williamson County Jail

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $90,195.60 for the term of October 1, 2020 – September 30, 2021 and authorizing execution of the renewal agreement.

Background

The Sheriff's Department requested renewal with Adam Barta, M.D. for these services. The FY21 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.004116. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Medical services for Jail- Adam Barta, M.D. PSA - FY21

Medical services for Jail- Adam Barta, M.D. PSA - FY20

Medical services for Jail- Adam Barta, M.D. PSA - original

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 11:05 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:38 AM
Form Started By: Dianne West		Started On: 08/26/2020 02:23 PM
Final Approval Date: 08/27/2020		

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2020

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4216 Venado Drive
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

B. To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2020 and ending on midnight of September 30, 2021 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell, Jr.
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: Adam Barta, M.D.

Printed Name: Adam Barta, M.D.

Representative Capacity: Individual

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2019

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4216 Venado Drive
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

B. To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2019 and ending on midnight of September 30, 2020 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Bill Gravell,
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: Adam Barta

Representative Capacity: _____

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

This Agreement ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Adam Barta, M.D., hereinafter referred to as PROVIDER, for the purpose of providing medical services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week for 48 weeks. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide medical services and will assist COUNTY in locating a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all

lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM

This Agreement shall become effective as of December 30, 2010, and continue thereafter until December 29, 2011. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III.
COST

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $6,000.00 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI.
DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the medical services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. Provider shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to medical services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the Policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in

addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

In the event COUNTY or PROVIDER should terminate the Policy attached hereto in Exhibit "A" by reason of nonrenewal or cancellation, COUNTY shall pay an additional premium equal to 200% of the annual premium for the Policy Period to extend the coverage granted under the Policy for an additional twenty four (24) months to begin immediately upon the effective date of such nonrenewal or cancellation, as further described in Item 9. of the Policy Declarations and as further described in the Extended Reporting Period provision of the terms and conditions of the enclosed Policy. COUNTY and PROVIDER shall comply with all terms and conditions relating to the Extended Reporting Period of the Policy.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
FORCE MAJEURE

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

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Adam Barta, M.D.
4004 Sierra Dr.
Austin, TX 78731

XII.
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.

XIII.
VENUE AND GOVERNING LAW

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

XIV.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents 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.

XV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XVI.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVII.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 26th day of April, 2011, to be effective as of the 30th day of December, 2011.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Adam Barta, M.D.

Commissioners Court - Regular Session **36.**

Meeting Date: 09/01/2020

LPR Trailer Cameras Purchase

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation from Vetted Security Solutions for License Plate Recognition (LPR) trailer cameras and CCTV trailer upgrade in the amount of $12,070 pursuant to GSA Contract #GS-07F-0031W, and authorizing execution of the quote.

Background

Approval of this purchase will support the operations of the Williamson County Sheriff's Office. Quotation breaks down the expenses for the purchase including equipment and installation charges. Legal and Contract Audit have both reviewed the quotation. Approval of PO is subject to confirmation that installation will be completed prior to the end of FY2020. This expenditure will be charged to 01.0100.0560.003008. Department contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quotation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 11:55 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:56 AM
Form Started By: Erica Smith		Started On: 08/25/2020 01:26 PM
Final Approval Date: 08/27/2020		

VETTED SECURITY SOLUTIONS	**Vetted Security Solutions** **4185 35th St N** **Saint Petersburg, FL 33714** **Office: (727) 440-3245**	GS-07F-0031W Contract Period: 10/5/2009 – 10/4/2024 Schedule: 84 FSC Group: 63 Download PDF File for GS-07F-0031W

Attention:	Williamson County Sheriffs Office (TX)	Date	6/5/2020 8:56:47 AM
Project Name:	Williamson CSO - CCTV Trailer Upgrade	Quote Number:	00000665

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

Scope of Work: PR. 173124

Hardware

Mfg. Part #	Item	Qty	Unit Price	Extended Price
8.0-H4A-BO1-IR-B	4K UHD (8.0 Megapixel), 4.3-8mm f-1.8 P-iris lens, Integrated IR, Self-Learning Video Analytics	3	$1,500.00	$4,500.00
	Morning Star PS-30	1	$155.00	$155.00
	Add 100 W Solar Panel	1	$1,250.00	$1,250.00
	Solar Connector	1	$95.00	$95.00

Software

Mfg. Part #	Item	Qty	Unit Price	Extended Price
ACC7-ENT	ACC 7 Enterprise Edition Camera License	3	$290.00	$870.00

Services

Mfg. Part #	Item	Qty	Unit Price	Extended Price
	Installation per Trailer	3	$850.00	$2,550.00
	Installation of Solar Panel	1	$350.00	$350.00

	Installation	1	$350.00	$350.00
	Travel Rates	1	$1,500.00	$1,500.00
	Training	1	$800.00	$800.00

Hardware Cost:		**$6,000.00**
Software Cost:		**$870.00**
Services Cost:		**$5,200.00**
Shipping Cost		**$0.00**
Warranty Cost:		**$0.00**
Extended Total Cost:		**$12,070.00**

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
4. The expected lead time for hardware and installation is 30-60 days.
5. Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.
6. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee or charge, Purchaser shall reimburse Vetted Security Solutions therefor or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Quoted by Jeff Kinney Phone: email: jkinney@vettedsecuritysolutions.com

	Project Total: $12,070.00	
Accepted By:	**Date:**	**P.O#**

Please email purchase order to:

accounting@vettedsecuritysolutions.com

- 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.

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The Customer 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: Vendor 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits.

- Add mutual signature lines for both the vendor and the client/customer at the end with a date line on each signature. Something along the lines of:

IN WITNESS WHEREOF, County and Service Provider have duly executed this SLA Agreement to be effective as of the date of the last party's execution below.

COUNTY
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

VENDOR
Vetted Security Solutions

By: _____

Printed Name: Debra Sharkey

Representative Capacity: Accounting

Date: 08/25 _____, 2020

Commissioners Court - Regular Session **37.**

Meeting Date: 09/01/2020

Animal Shelter Security Addon

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the proposal from Knight Security Systems, LLC. for a security addition in the amount of $1,634.42 pursuant to DIR Contract #DIR-TSO-3430, and authorizing execution of the proposal.

Background

Approval of this proposal will support the operations of the Williamson County Regional Animal Shelter. The proposal outlines the additional equipment to be added to the existing system for $1,634.42 as well as the annual recurring fee of $192.00. Original proposal was approved by Commissioners Court on 10/15/2019 under Agenda Item #25. This expenditure will be charged to 01.0546.0546.003670. Department contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Original Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:30 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:34 AM
Form Started By: Erica Smith		Started On: 08/25/2020 01:25 PM
Final Approval Date: 08/27/2020		

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Kevin Garlick
kgarlick@knightsecurity.com
(512)-590-7886-7886

Name: Williamson County - Regional Animal Shelter

Site	**Billing**	**Contact**
1855 SE Inner Loop Georgetown, TX 78626	1855 SE Inner Loop Georgetown, TX 78626	Linda Gunter, Administrative Supervisor **P** (512) 943-3567 **E** lgunter@wilco.org

PROJECT NAME: CO1-Add Siren and strobe

PROJECT SCOPE

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install this change order to Wilco Regional Animal Shelter job 13709-2-0 to add Alarm Siren and Strobe devices to back 40 kennel building. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work : Panic Alarm System additions
This is the back 40 Kennel building.

This scope reflects KSS portion of the panic alarm **4 Alarm points**.

Front and Back (2 exterior sides) of the building should include: (1) exterior siren with integrated strobe

KSS will provide and install the following:

- **2** Potter Electric siren/strobe combination units
- **1** DMP wireless output module
- **1** Altronix 12V power supply

The new alarm devices shall be allocated to the existing alarm panel system. Each KSS supplied device will include the necessary mounting hardware.

Customer Provided Items

- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments
- 120VAC power outlet

Finance - Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- An invoice will be submitted after completion of scope and is due and payable within 15 days of receiving
- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer.

Engineering - Not included with this scope.

Cabling & Wiring
KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment.

Field Devices
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

Programming
KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

Training - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

PROJECT INVESTMENT

CO1-Add Siren and strobe

QTY	Description	Unit Price	Ext.Price
1	UL LISTED 12V/750ma PS/CHGR	$65.27	$65.27
1	WIRELESS RELAY OUTPUT	$125.82	$125.82
1	12VDC PLUG-IN POWER SUPPLY W/LEADS	$21.25	$21.25

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

1	DIR- Project Install Kit	$58.50	$58.50
2	Siren Strobe, 6 to 12 Volt DC, 620 Milliampere, 15 Watt, 120 dB, 5.79" Width x 4.37" Depth x 7.08" Height, Wall Mount, Polycarbonate, With Blue Strobe	$94.69	$189.38
1	12V 7AH SEALED LEAD BATTERY	$15.24	$15.24
1	22-04 UNS STR CMP Wht Jkt	$79.41	$79.41

Investment Summary

Total Equipment	**$554.87**
Total Labor	**$1,079.55**
Total Proposal Amount	**$1,634.42**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$1,634.42**

Annual Recurring **$192.00**

DIR-TSO-3430

- Documents incorporated herein as if copied in full include: 1) Original proposal #13709-2-0 and addenda dated October 15, 2019 (by Williamson County); 2) DIR-TSO-3430; and 3) Add-on proposal #13709-2-1.

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY: WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

Service Provider: Knight Security Systems

By: _____

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: August 26th, 20 20

Client Initials:_____

KNIGHT
SECURITY SYSTEMS
HONOR, INTEGRITY, SERVICE

Proposal: 13709-2-0

Animal shelter - Campus VSS and Panic alarm v2

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:
10/1/2019

Proposal Valid To:
10/31/2019

Prepared for:
Cheryl Schneider

Williamson County - Regional Animal Shelter
1855 SE Inner Loop
Georgetown TX, 78626

E cschneider@wilco.org
W (512) 943-3322
M

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Regional Animal Shelter

Site	**Billing**	**Contact**
1855 SE Inner Loop Georgetown, TX 78626	1855 SE Inner Loop Georgetown, TX 78626	Cheryl Schneider, Director **P** (512) 943-3322 **E** cschneider@wilco.org

PROJECT NAME: Animal shelter - Campus VSS and Panic alarm v2

PROJECT SCOPE

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install Video Surveillance System additions and a new DMP wireless Intrusion Detection System. System installation includes hardware, system licenses, and configuration unless otherwise stated.

Video Surveillance System

KSS will furnish and install the following:

- New Building
  - Two Axis M3046-V mini dome cameras
    - 2.4mm lens
    - Two cameras will have the Axis T6112 audio module attached
  - Four Axis P3225-LVE dome cameras
  - One Axis P3717-V multi-imager camera
- Kennel "H" Building
  - Three Axis M3046-V mini dome cameras
    - 2.4mm lens
  - Six Axis P3225-LVE exterior cameras
- Main Building
  - Four Axis M3046-V mini dome cameras
    - 2.4mm lens
    - Two cameras will have the Axis T6112 audio module attached
  - Three Axis P3225-LVE exterior cameras
- Remote Kennel Building
  - Two Axis P1447-LE bullet cameras
    - To view the Back 40 Area
  - One Axis P3225-LVE exterior cameras
  - One Altronix Netway NEMA 4X rated enclosure with hardened PoE switch
  - Two Cambium line-of-sight point to point devices

- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - Estimated days of storage 30
  - 2-4MP at H.264 and 10 FPS
  - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Panic Alarm System

KSS will furnish and install the following:

Client Initials: _____

- One DMP XR550 with cellular module and high powered wireless receiver
    - Located in H building
- Three wireless touch screen keypads
    - Used as notifiers of alarm zones
- Two hard wired touch screen keypads
    - Located in the H building
- Nineteen wireless single-button panic devices
- Seven wireless repeaters throughout the three buildings
- Seven wireless sirens
- Seven wireless strobe lights
- Initial programming will include:
    - Enrolling up to 10 users with unique PIN numbers for disarming
    - Monitoring setup of the system

Each device will include the necessary mounting hardware.

Recording Server Option

KSS will furnish and install the following:

- One BCDVideo/Dell 1U server
    - Optimized for Genetec
    - 22TB of usable storage
    - RAID 5 Archive drives
    - RAID 1 OS drive
    - IDRAC Enterprise
    - This BCDVideo server includes their 5 year next business day, keep your hard drives warranty

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- Phone line and / or network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms:
The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Client Initials: _____

Cabling & Wiring
KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.
KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming
KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment
Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training
KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. Two hours of training are provided with this proposal and are allocated for the DMP intrusion system. Additional training may be provided with additional cost.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430 Standard Terms and Conditions.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.

Client Initials: _____

5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities
Essential activities conducted in the course of project by the Customer and Knight Security Systems (KSS).

Project Administration Tasks	Customer	KSS
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

Project Installation Tasks	Customer	KSS
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
Installation of device power supplies		X
120VAC at each device location where needed	X	
Building penetrations to exterior	X	
Fire partition penetrations and sealing	X	

Client Initials: _____

Installation of conduit to security system devices where needed	X	
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		X
Patch cables between patch panels and network switches		X
Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

Network Tasks	Customer	KSS
Rack and rack space for rack mount equipment	X	
Network PoE switches and configuration	X	
Patch panels and uninterruptable power supply	X	
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

Programming Tasks	Customer	KSS
Create custom security system programming matrix		X
Program initial security system configuration		X
Import initial cardholder database from Owner provided information	N/A	
Develop and implement database update procedure	X	

Testing and Acceptance Tasks	Customer	KSS
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Client Initials: _____

PROJECT INVESTMENT

New building — $8,640.35

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
2	AXIS	DIR-0806-001	AXIS M3046-V 2.4mm	$289.98	$579.96
2	AXIS	DIR-01230-001	AXIS T6112 AUDIO AND I/O INTERFACE	$117.08	$234.16
4	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	$549.31	$2,197.24
1	AXIS	DIR-01504-001	AXIS P3717-PLE	$1,060.04	$1,060.04
4	AXIS	DIR-01612-001	AXIS T91A23 TILE GRID CEIL MNT 4P	$62.08	$248.32
7	Genetec	DIR-GSC-Om-E-1C	1 camera connection	$180.10	$1,260.70
7	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast Enterprise Camera	$36.02	$252.14
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$26.32	$26.32
7	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$13.60	$95.20
7	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$10.59	$74.13
3	Windy City Wire	$5,566,030.00	23-4P UNS SOL CMP C6 Ylw Jkt	$433.33	$1,299.99

Discounts and Misc. Items:

QTY	Description	Ext.Price
2	Discount for Genetec Licensing	-$50.00

Equipment Subtotal	**$7,328.20**
Labor Subtotal	**$1,362.15**
Discounts and Misc. Items SubTotal	**($50.00)**
New building SubTotal	**$8,640.35**

Kennel Bldg H - VSS — $12,870.40

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
3	AXIS	DIR-0806-001	AXIS M3046-V 2.4mm	$289.98	$869.94
6	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	$549.31	$3,295.86
9	Genetec	DIR-GSC-Om-E-1C	1 camera connection	$180.10	$1,620.90
9	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast Enterprise Camera	$36.02	$324.18
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$219.37	$219.37
9	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$13.60	$122.40
9	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$10.59	$95.31
3	Windy City Wire	$5,566,030.00	23-4P UNS SOL CMP C6 Ylw Jkt	$433.33	$1,299.99

Discounts and Misc. Items:

QTY	Description	Ext.Price
9	Discount for Genetec Licensing	-$225.00

Equipment Subtotal	**$7,847.95**
Labor Subtotal	**$5,247.45**
Discounts and Misc. Items SubTotal	**($225.00)**
Kennel Bldg H - VSS SubTotal	**$12,870.40**

Main Bldg - VSS — $11,679.42

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
4	AXIS	DIR-0806-001	AXIS M3046-V 2.4mm	$289.98	$1,159.92
2	AXIS	DIR-01230-001	AXIS T6112 AUDIO AND I/O INTERFACE	$117.08	$234.16
3	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	$549.31	$1,647.93
7	Genetec	DIR-GSC-Om-E-1C	1 camera connection	$180.10	$1,260.70
7	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast	$36.02	$252.14

Client Initials: _____

			Enterprise Camera		
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$182.80	$182.80
7	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$13.60	$95.20
7	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$10.59	$74.13
3	Windy City Wire	$5,566,030.00	23-4P UNS SOL CMP C6 Ylw Jkt	$433.33	$1,299.99

Discounts and Misc. Items:

QTY	Description	Ext.Price
9	Discount for Genetec Licensing	-$225.00

Equipment Subtotal	**$6,206.97**
Labor Subtotal	**$5,697.45**
Discounts and Misc. Items SubTotal	**($225.00)**
Main Bldg - VSS SubTotal	**$11,679.42**

Remote Kennel Building — $6,549.33

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	Altronix	DIR-NETWAY4EWPX	4-PT POE+ SW 1G SFP LG NEMA4,	$607.48	$607.48
1	AXIS	DIR-0955-001	AXIS P3225-LVE MKII	$549.31	$549.31
1	AXIS	DIR-01612-001	AXIS T91A23 TILE GRID CEIL MNT 4P	$62.08	$62.08
2	AXIS	DIR-01054-001	AXIS P1447-LE	$588.56	$1,177.12
1	BCD Video	BCD-CAM-PTP180	POINT TO POINT WIRELESS KIT	$444.85	$444.85
3	Genetec	DIR-GSC-Om-E-1C	1 camera connection	$180.10	$540.30
3	Genetec	DIR-ADV-CAM-E-1Y	Genetec Advantage for 1 Omnicast Enterprise Camera	$36.02	$108.06
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$263.23	$263.23
4	Ultratech	IM-1240	12V, 4.5Ah Sealed Lead Acid Alarm Battery Ultratec	$15.45	$61.80

Equipment Subtotal	**$3,814.23**
Labor Subtotal	**$2,735.10**
Remote Kennel Building SubTotal	**$6,549.33**

Panic Alarm — $12,336.80

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	DMP	DIR-1100XH-W	WLS HIGH POWER RCVR FOR XR SERIES PANELS	$119.07	$119.07
7	DMP	DIR-1100R-W	WIRELESS REPEATER	$194.22	$1,359.54
3	DMP	DIR-9862-W	WIRELESS GRAPHIC TOUCHSCREEN WITH PROX. WHITE	$221.44	$664.32
1	DMP	DIR-PANEL PACK	XT/XR HARDWARE PACK	$7.41	$7.41
1	DMP	DIR-263LTE-V	LTE CELLULAR COMMUNICATOR FOR XT & XR SERIES	$178.34	$178.34
1	DMP	DIR-381-25	25' SMA LMR-100 COAX CABLE EXTENSION FOR ALL CELL	$49.74	$49.74
2	DMP	DIR-7872-W	GRAPHIC TOUCHSCREEN KEYPAD W/ PROX READER AND 4 ZONES	$205.23	$410.46
19	DMP	DIR-1148-G	PERSONAL PENDANT WIRELESS TRANSMITTER, ONE BUTTON	$27.40	$520.60
1	DMP	DIR-XR550DNL-G	574 ZONES, DIALER/NET, 350-G ENCL, INC 50VA TRANSF	$575.42	$575.42
5	DMP	DIR-1135	WIRELESS SIREN	$55.36	$276.80
5	DMP	DIR-1137-W	WIRELESS EMERGENCY LIGHT	$62.63	$313.15
1	Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$116.99	$116.99
1	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$13.60	$13.60
1	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28-4PR	$10.59	$10.59

Client Initials: _____

KNIGHT SECURITY SYSTEMS HONOR, INTEGRITY, SERVICE

1	Windy City Wire	444380-500	STRANDED 1ft thin Cat6 22-04 UNS STR CMP Wht Jkt	$83.82	$83.82

Annual Recurring:

Description	Ext.Price
GSM/ Cellular Back up alarm monitoring	237.6
Digital Alarm Monitoring up to 64 zones incl timer	384

Equipment Subtotal	**$4,699.85**
Labor Subtotal	**$7,636.95**
Panic Alarm SubTotal	**$12,336.80**
Annual Alarm Monitoring Subtotal	**$621.60**

SecurePlan **$5,616.00**

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	5616

Investment Summary

Total Equipment	**$29,897.20**
Total Labor	**$22,679.10**
Total Discounts & Misc. Items	**($500.00)**
Total Proposal Amount	**$52,076.30**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of:	**$52,076.30**
Annual Alarm Monitoring Total	**$621.60**
Annual Recurring Total	**$5,616.00**

The price above includes: material, equipment and labor as described within this proposal.

Grand Total: $58,313.90

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY: WILLIAMSON COUNTY

By: Bill Gravell Jr.

Printed Name: Bill Gravell Jr.

Representative Capacity: County Judge

Date: October 15, 2019

Service Provider: Knight Security Systems

By: M Hellera

Printed Name: Mark Hellera

Representative Capacity: V.P. and G.M.

Date: Oct 9, 2019

AVAILABLE OPTIONS

Client Initials: BS

KNIGHT SECURITY SYSTEMS HONOR, INTEGRITY, SERVICE

Recording Server Option Accept: _____ Decline: _____ **$9,582.81**

QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
1	BCD Video	DIR-BCD-SA-IDRAC-ENT-14G	iDRAC Enterprise for 14G Servers	$143.62	$143.62
1	BCDVideo	DIR-SV-2010E-R4-32T-8-136	(1) Xeon E-2136 16GB RAM (2) 240GB M.2 SSD (4) 8TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2016 5YR NBD KYHD Warranty	$8,387.99	$8,387.99

Equipment Subtotal	**$8,531.61**
Labor Subtotal	**$1,051.20**
Recording Server Option SubTotal	**$9,582.81**

Recording Server SecurePlan Accept: _____ Decline: _____ **$1,188.00**

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	1188

Annual Recurring Subtotal	**$1,188.00**

Client Initials: _____

KNIGHT SECURITY SYSTEMS HONOR, INTEGRITY, SERVICE

TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566: Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars ($500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

Indemnification. Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Client Initials: _____

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Client Initials: _____

Monitoring Service. If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

Client Initials: _____

Commissioners Court - Regular Session **38.**

Meeting Date: 09/01/2020

Purchase of Elections Supplies

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of election supplies from Election Systems & Software in the amount of $72,367.50, pursuant to BuyBoard Contract #542-17.

Background

Approval of this purchase will support the operations of the Williamson County Elections Department. The quote attached outlines the additional elections supplies needed to accommodate the election during the COVID-19 pandemic. The supplies include more express vote printers, longer cords for social distancing, and more face shields and accessories for safety. BuyBoard has verified that items from both quotes are covered under contract #542-17. This expenditure will be charged to 01.0999.0401.009007. Department contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:38 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:29 AM
Form Started By: Erica Smith		Started On: 08/26/2020 09:46 AM
Final Approval Date: 08/27/2020		

Maintaining voter confidence. Enhancing the voter experience.

Williamson County, Texas
Purchase Proposal Quote - BuyBoard Contract #542-17
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
50	ExpressVote Printer (For Printing of ExpressVote Activation Cards)	$36,250.00
X	Shipping and Handling	$1,400.00
	Total Purchase Solution	**$37,650.00**

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. All orders are non-cancelable and non-refundable. Shipping and Handling is based on standard shipping. Overnight or other expedited shipping will be priced and billed

Maintaining voter confidence. Enhancing the voter experience.

Williamson County, Texas
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
800	ExpressVote Power Cord	$8,400.00
150	Check-In Protective Shield	$22,492.50
75	Check-In Protective Shield Box (Holds Up To 2 Shields)	$1,125.00
X	Shipping and Handling	$2,700.00
	Total Purchase Solution	**$34,717.50**

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. All orders are non-cancelable and non-refundable. Shipping and Handling is based on standard shipping. Overnight or other expedited shipping will be priced and billed

Commissioners Court - Regular Session **39.**

Meeting Date: 09/01/2020

Change Order Request for MCCI

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 change request for an increase of $10,516.50 from the original cost of $79,996.10 to Laserfiche Support Renewal 2020, between Williamson County and MCCI, originally approved by Commissioner's Court on 1/28/2020, Agenda Item #18, and authorizing execution of the change request.

Background

This change order is an increase of $10,516.50 from the original cost of $79,996.10 to cover anticipated changes for a total of $90,512.60. The change request includes development and project management services by MCCi resources to develop and unit test software enhancements etc. Department Contact is Richard Semple, Funding Source 01.0100.0503.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:49 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:33 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 11:32 AM
Final Approval Date: 08/27/2020		

MCCi Project Change Request – Discovery Document Security

08/12/2020

Change Request Overview

Williamson County, TX has requested a change to the services described in the DEMS Process Revisions Project Statement of Work. The change requested will include development and project management services provided by MCCi resources to develop and unit test software enhancements, etc. The resulting change request, and decision, thereafter, is briefly described below:

In the original project build, all evidence was designed to be contained within one level. Williamson County have since found evidence being saved in subfolders and being done to organize and categorize the evidence better. Williamson County has found that in curtain cases, when a staff sets evidence in the sub folders to Discovery NO - it does **not** trigger a workflow that changes the access of the defense attorney. To address this, a discovery of all workflow automations, manual and other automated process that contribute to the building and development of the evidence files will be conducted. Identify and develop solution by automation changes, manual business process changes or both.

Williamson County, TX Responsibilities:

- Provide access to the DEMS system
- Provide a few sample cases where the security did not execute
- Provide the process that lead to the development/building of this case.
- If any SDK are used to build case files, provide the logic and processes
- Conduct beta testing

MCCi Responsibilities:

- Review sample cases
- Review current workflows related to security
- Conduct Discovery of source that needs adjustments
    - Workflow
    - Starting rules
- Develop adjustment or develop new workflows to address the needed changes
- Conduct alpha testing

Change Request Impact

MCCi will utilize time from development resources to develop and unit test the specified enhancements while continuing to work on completion of the deliverables within the DEMS Process Revisions Project Statement of Work. The programming and testing services will be included as an item on the MCCi task list and prioritized as appropriate by the client.

Change Cost

It is estimated that this change will add 25 hours/days of Professional Service time. Therefore, up to $ 5,125 will be billed by MCCi for delivery of these enhancements.

Change Approval

The changes, impact, and costs as described above are agreed to by MCCi and Williamson County, TX.

MCCi **By:** **Printed Name:** Rigoberto Ruiz **Title:** Senior Project Manager	**Williamson County, TX** **By:** _____ **Printed Name:** **Title:**

MCCi Services

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Complete and return to:
salesoperations@mccinnovations.com

Client Name: Williamson County, TX
Quote Number: 16367

Order Date: June 03, 2020

Service Description:	*Qty.*	*Retail Unit Cost*	*BuyBoard #544-17*	*Total*
MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK				
☑ DEMS Process Revisions	1	$11,685.00	$10,750.20	$10,750.20
Please see detailed Statement of Work (SOW).				
☑ ***Service Level Agreement Client Discount***	1	($233.70)		($233.70)
Professional Services Subtotal				***$10,516.50***

GRAND TOTAL - ONE-TIME SERVICES	***$10,516.50***

TOTAL LASERFICHE PROJECT COST	***$10,516.50***

All Quotes Expire in 30 Days

BILLING TERMS

Service Packages:

- Upon delivery completion and Client acceptance.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

Commissioners Court - Regular Session **40.**

Meeting Date: 09/01/2020

Sharp Electronics

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corp for two (2) copiers for Williamson County JP Pct #2, one (1) in the amount of $113.58 per month, the 2nd in the amount of $162.58 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of Williamson County JP Pct #2. New lease term is for 60 months effective 10/01/2020; one (1) priced at $113.58 which includes 3,000 copies/prints per month and overages @ $0.0070 each; 2nd copier priced at $162.58 per month, including 10,000 copies/prints per month and overages @ $0.0070 ea. The expenditure will be charged to 01.0100.0452.004621. Department contact: Melissa East.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Elect

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:18 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:20 AM
Form Started By: Laura Zavala		Started On: 08/18/2020 10:04 AM
Final Approval Date: 08/27/2020		

SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DRIVE BOX Q
MONTVALE, NJ 07495

REQUESTED BY: EAST, MELISSA
512.260.4218

SHIP TO:
WILLIAMSON COUNTY JP PCT #2
350 DISCOVERY BLVD. #204
CEDAR PARK, TX 78613

BILL TO:
WILLIAMSON COUNTY JP PCT #2
350 DISCOVERY BLVD. #204
CEDAR PARK, TX 78613

Description	Price	Per	Amount
1. SHARP MX-M5071, MX-DE26N, MX-FN27N $113.58 PER MO. FROM 10/01/20 THRU 09/30/21 SERVICE FOR 3,000 COPIES PER MONTH 3,001+ @ $0.0070 ea.	1.00	1,362.96	1,362.96
2. SHARP MX-5071, MX-DE26N, MX-FN27N $162.58 PER MO. FROM 10/01/20 THRU 09/30/21 SERVICE FOR 10,000 COPIES PER MONTH 10,001+ @ $0.0070	1.00	1,950.96	1,950.96

NOTES TO SUPPLIER:

60 MONTH DIR-CPO-4433 LEASE

Total **3,313.92**

AUTHORIZED BY:

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/04/20
Quote No.	JP2 01F

Customer Name/Invoice Address:	Delivery Address:
Williamson County	Williamson County
JP Pct #2	JP Pct #2
350 Discovery Blvd. #204	350 Discovery Blvd. #204, (Front)
Cedar Park, TX 78613	Cedar Park, TX 78613

Contact Name:	Melissa East	Phone:	512.260.4218
		E-Mail:	meast@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature MDLeonard 06/04/20		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M5071; 50 ppm Digital Monochrome Copier **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N; Stand with (2) X 550 Sheet addt'l Paper Drawers Plus 100 Sheet Bypass Tray MX-FN27N; Inner Finisher Includes: 3,000 copies/prints per mo.; Overages @ $0.0070 ea. **Includes:** **Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples.**	1		$ 113.58
	State of Texas 60 Month DIR-CPO-4433 Lease		**Monthly Total**	**$ 113.58**

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/04/20
Quote No.	JP2 02B

Customer Name/Invoice Address:	Delivery Address:
Williamson County	Williamson County
JP Pct #2	JP Pct #2
350 Discovery Blvd. #204	350 Discovery Blvd. #204, (Back)
Cedar Park, TX 78613	Cedar Park, TX 78613

Contact Name:	Melissa East	Phone:	512.260.4218
		E-Mail:	meast@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature M Leonard 06/04/20		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M5071; 50 ppm Digital Monochrome Copier **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N; Stand with (2) X 550 Sheet addt'l Paper Drawers Plus 100 Sheet Bypass Tray MX-FN27N; Inner Finisher Includes: 10,000 copies/prints per mo.; Overages @ $0.0070 ea. **Includes:** **Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples.**	1		$ 162.58
	State of Texas 60 Month DIR-CPO-4433 Lease		**Monthly Total**	**$ 162.58**

Williamson County JP Pct#2

Present (Monthly)			Copies Included		
SHARP MX-M465N (Front)	$	148.26	3,000	48 Mo. DIR Lease	(Expire: 06/30/20)
SHARP MX-M465N (Back)	$	183.26	8,000	48 Mo. DIR Lease	(Expire: 06/30/20)
SHARP MX-B355W	$	49.39	1,000	48 M0. DIR Lease	(Expire: 11/30/22)
	$	**380.91**			

FY 19-20 (No Changes)
$4,570.92 ($380.91 X 12)

FY 20-21					
Proposed (Monthly)			Copies Included		
SHARP MX-M5071 (Front)	**$**	**113.58**	**3,000**	60 Mo. DIR Lease	(Expire: 09/30/25)
SHARP MX-M5071 (Back)	**$**	**162.58**	**10,000**	60 Mo. DIR Lease	(Expire: 09/30/25)
SHARP MX-B355W	$	49.39	1,000	No Change	(Expire: 11/30/22)
	$	**325.55**			

FY 20-21 $3,906.60 ($276.16 X 12)
($49.39 X 12)

Commissioners Court - Regular Session **41.**

Meeting Date: 09/01/2020

Sharp Electronics

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corp for two (2) copiers for the Williamson County District Clerk Office, one (1) in the amount of $192.29 per month, the 2nd in the amount of $206.29 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of Williamson County District Clerk Office; new lease term is for 48 months effective 10/01/2020. One (1) copier priced at $192.29 per month, which includes 8,000 copies/prints per month and overages @ $0.0070 each. 2nd copier priced at $206.29 per month, which includes 10,000 copies/prints per month and overages at $0.0070 each. Both copiers include delivery, installation, training, professional services, parts, labor and toner. The expenditure will be charged to 01.0100.0450.004621. Department Contact: Teresa Maskunas

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Dist Clk

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:20 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:29 AM
Form Started By: Laura Zavala		Started On: 08/19/2020 11:47 AM
Final Approval Date: 08/27/2020		

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	08/17/20
Quote No.	WCDC 48 8k

Customer Name/Invoice Address:	Delivery Address:
Williamson County District Clerk	Williamson County District Clerk
405 MLK - Suite 135	405 MLK - Suite 135
Georgetown TX 78626	Georgetown TX 78626

Contact Name:	Teresa Mascunas	Phone:	512.943.1212
		E-Mail:	teresa maskunas@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd , Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 08/17/20		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M6071; 60 ppm Digital Copier w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer MX-DE27N, Stand with (3) addt'l 550 Sheet Paper Drawers (Total of 4 Paper Drawers + Bypass Tray) MX-FN27N Inner Finisher MX-PN14B, 3 Hole Punch Includes: 8,000 copies/prints per mo.; Overages @ &0.0070 ea. Includes: Delivery, Installation, Training, Professional Services, Parts, Labor, and Toner.	1		$ 192.29
	State of Texas DIR 48 Month Lease		Monthly Total	$ 192.29

SHARP

STATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	08/17/20
Quote No.	WCDC 48 8k

Customer Name/Invoice Address:	Delivery Address:
Williamson County District Clerk	Williamson County District Clerk
405 MLK - Suite 135	405 MLK - Suite 135
Georgetown TX 78626	Georgetown TX 78626

Contact Name:	Teresa Mascunas	Phone:	512.943.1212
		E-Mail:	teresa maskunas@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd , Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDLeonard 08/17/20		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	Quantity		Cost/Mo.
	Sharp MX-M6071; 60 ppm Digital Copier w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer MX-DE27N; Stand with (3) addt'l 550 Sheet Paper Drawers (Total of 4 Paper Drawers + Bypass Tray) MX-FN27N; Inner Finisher MX-PN14B, 3 Hole Punch **Includes:** **10,000 copies/prints per mo.; Overages @ &0.0070 ea.** **Includes:** **Delivery, Installation, Training, Professional Services,** **Parts, Labor, and Toner.**	1		$ 206.29
State of Texas DIR 48 Month Lease			**Monthly Total**	**$ 206.29**

WILLIAMSON COUNTY District Clerk

FY 19-20		
Present (Monthly)		
Sharp MX-M565N (7k)	$	198.73
Sharp MX-M565N (10k)	$	217.53
	$	416.26

FY 20-21		
Proposed (Monthly) Begin 10/01/20		
SHARP MX-M6071 (8k)	$	192.29
SHARP MX-M6071 (10k)	$	206.29
	$	398.58

FY 19-20	
$4,995.12	($416.26 X 12)

FY 20-21	
$4,782.96	($398.58 X 12)

08/17/20

Commissioners Court - Regular Session **42.**

Meeting Date: 09/01/2020

Sharp Electronics

Submitted For: Randy Barker **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving copier renewal lease with Sharp Electronics Corp for Williamson County Court at Law #4, in the amount of $59.98 per month, pursuant to DIR contract #DIR -TSO-3155.

Background

Approval of this lease will support the operations of Williamson County Court at Law #4. Continuation of 36-month lease effective 10/01/2020 at a monthly rate of $59.98. The expenditure will be charged to 01.0100.0429.004621. Department contact: Sharrion Threadgill.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:21 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:29 AM
Form Started By: Laura Zavala		Started On: 08/19/2020 12:03 PM
Final Approval Date: 08/27/2020		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR QUOTE

Vendor Name:	Sharp Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	04/29/20

Customer Name/Invoice Address:	Delivery Address:
Williamson County Court at Law #4	Williamson County Court at Law #4
WC Courthouse Annex	WC Courthouse Annex
405 MLK	405 MLK
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Sharrion Threadgill	Phone:	512-943-1685
		E-Mail:	
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature MDLeonard 04/29/20		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description		Cost/Month	FY 20-21
1	**Sharp MX-B355W; S/N 8F000543** **Continuation of 36 Month DIR-TSO-3155 Lease** **10/01/20 thru 09/30/21**		**$59.98**	**$719.96**
Continuation of State of Texas 36 Month DIR-TSO-3155 Lease			**FY 20-21 Total**	**$719.96**

Commissioners Court - Regular Session **43.**

Meeting Date: 09/01/2020

Blackland Agricultural Lease extension 1606-098

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #1606-098, Blackland Farm Lease, for the same pricing, terms and conditions as the existing contract, with an annual price of $21,722.39, for the term of October 1, 2020 - September 30, 2021, with Ross Emory Stromberg, Jr. and authorizing execution of the renewal agreement.

Background

This is the third and final renewal term available under the original lease. The revenue of this contract will be deposited into P316. Russell Fishbeck is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Farm lease renewal 3

Farm lease renewal 2

Farm lease renewal 1

Farm lease original agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:32 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:35 AM
Form Started By: Dianne West		Started On: 08/25/2020 04:26 PM
Final Approval Date: 08/27/2020		

AGREEMENT TO EXTEND FARM LEASE

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Ross Emory Stromberg, Jr. ("Lessee") to be effective as of the last party's execution hereof.

RECITALS:

Whereas, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") for premises identified in the Lease Agreement as being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "Premises");

Whereas, the Lease Agreement's Initial Term expired on the Termination Date of September 30, 2018 per the terms of the Lease Agreement;

Whereas, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

Whereas, the Landlord and Tenant exercised the first and second extension options and agreed to extend the Lease Agreement for an additional twelve (12) months each;

Whereas, the Lessee has requested the Lease Agreement to be extended for an additional extended and final term of twelve (12) months beginning on October 1, 2020 and ending on September 30, 2021; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.

2. **Extension**. Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2020 and ending as of September 30, 2021 (the "Extension Period"). The Tenant acknowledges this is the last twelve (12) month extension term under the Lease Agreement and that a new procurement process must be conducted if the Landlord chooses to continue leasing the Premises follow such term.

3. **Rent During Extension Period** Lessee shall pay Lessor Rent in the amount of TWENTY ONE THOUSAND SEVEN HUNDRED TWENTY TWO AND 39/100 DOLLARS ($21,722.39) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period shall be paid in two (2) separate installments, with the first installment of TEN THOUSAND EIGHT HUNDRED SIXTY ONE AND 20/100 DOLLARS ($10,861.20) being due on or before May 31, 2021 and the second installment of TEN THOUSAND EIGHT HUNDRED SIXTY ONE AND 19/100 DOLLARS ($10,861.19) being due on or before September 30, 2021.

5. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

Lessor:

Williamson County, Texas

By: _____
Bill Gravell,
Williamson County Judge
Date: _____ ____, 20___

Lessee:

By: _____
Ross Emory Stromberg, Jr.

Date: August 19, 2020

AGREEMENT TO EXTEND FARM LEASE

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Ross Emory Stromberg, Jr. ("Lessee") to be effective as of the last party's execution hereof.

RECITALS:

Whereas, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") for premises identified in the Lease Agreement as being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "Premises");

Whereas, the Lease Agreement's Initial Term expired on the Termination Date of September 30, 2018 per the terms of the Lease Agreement;

Whereas, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

Whereas, the Landlord and Tenant exercised the first extension option and agreed to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2018 and ending as of September 30, 2019;

Whereas, the Lessee has requested the Lease Agreement to be extended for an additional extended term of twelve (12) months beginning on October 1, 2019 and ending on September 30, 2020; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.

2. **Extension**. Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2019 and ending as of September 30, 2020 (the "Extension Period").

3. **Rent During Extension Period**. Lessee shall pay Lessor Rent in the amount of TWENTY ONE THOUSAND SEVEN HUNDRED TWENTY TWO AND 39/100 DOLLARS ($21,722.39) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period shall be paid in two (2) separate installments, with the first installment of TEN THOUSAND EIGHT HUNDRED SIXTY ONE AND 20/100 DOLLARS ($10,861.20) being due on or before May 31, 2020 and the second installment of TEN THOUSAND EIGHT HUNDRED SIXTY ONE AND 19/100 DOLLARS ($10,861.19) being due on or before September 30, 2020.

5. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

Lessor:

Williamson County, Texas

By: Bill Gravell
Bill Gravell,
Williamson County Judge

Date: August 27, 2019

Lessee:

By: _____
Ross Emory Stromberg, Jr.

Date: August 19, 2019

AGREEMENT TO EXTEND FARM LEASE

THIS AGREEMENT TO EXTEND FARM LEASE (this "Extension Agreement") is entered into between Williamson County, Texas ("Lessor"), and Ross Emory Stromberg, Jr. ("Lessee") to be effective as of the last party's execution hereof.

RECITALS:

Whereas, Lessor and Lessee entered into a certain Farm Lease (the "Lease Agreement") for premises identified in the Lease Agreement as being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas (the "Premises");

Whereas, the Lease Agreement will terminate on September 30, 2018 unless the Williamson County Commissioners Court approves Lessee's request to extend the Lease Agreement per the terms set forth therein;

Whereas, the Lease Agreement provided that the parties may extend the Lease Agreement for up to three (3) additional and separate twelve (12) month terms following the Termination Date of the Initial Lease Term;

Whereas, the Lessee has requested the Lease Agreement to be extended for an extended term of twelve (12) months beginning on October 1, 2018 and ending on September 30, 2019; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease Agreement is extended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement and any prior written amendments thereto.

2. **Extension**. Pursuant to the terms of the Lease Agreement, the Landlord and Tenant hereby agree to extend the Lease Agreement for an additional twelve (12) months beginning as of October 1, 2018 and ending as of September 30, 2019 (the "Extension Period").

3. **Rent During Extension Period**. Lessee shall pay Lessor Rent in the amount of TWENTY ONE THOUSAND THREE HUNDRED SEVENTY ONE AND 54/100 DOLLARS ($21,371.54) for the Extension Period.

4. **Rental Payments During Extension Period.** The Rent for the Extension Period shall be paid in two (2) separate installments, with the first installment of TEN THOUSAND SIX HUNDRED EIGHTY FIVE AND 77/100 DOLLARS ($10,685.77) being due on or before May 31, 2019 and the second installment of TEN THOUSAND SIX HUNDRED EIGHTY FIVE AND 77/100 DOLLARS ($10,685.77), being due on or before September 30, 2019.

5. **Authority**. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension Agreement and to perform its obligations under the Lease Agreement; and the Lease Agreement, all prior amendments and this Extension Agreement are the valid, binding and enforceable obligations of such party.

6. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as amended, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

7. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Date: _____ ____, 20___

Lessee:

By: _____
Ross Emory Stromberg, Jr.

Date: 9/6 ____, 2018

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Paul Shumway, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM; EXTENSION TERM(S)

A. Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2016 and will terminate on September 30, 2018, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

B. Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of $ 20500.00 (approximately 227 acres at $ 90.30 per acre).

B. Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

D. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: BREACHES BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

ARTICLE 11: BREACHES BY LESSOR

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease , in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease , the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor 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 Lessor by this Lease or by statute or law. The failure of Lessor 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 Lessor 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 Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, 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 Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES 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 INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY

CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANGES 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, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR 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. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE 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 LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE 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.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: SOIL TEST

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The

results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease 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 Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR:	Williamson County Judge (or successor) 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626
With copy to:	Williamson County Parks & Recreation Department ATTN: Parks Director 219 Perry Mayfield Leander, TX 78641
LESSEE:	At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee 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 Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: Ross Emory Shamburg Jr.

Title: _____

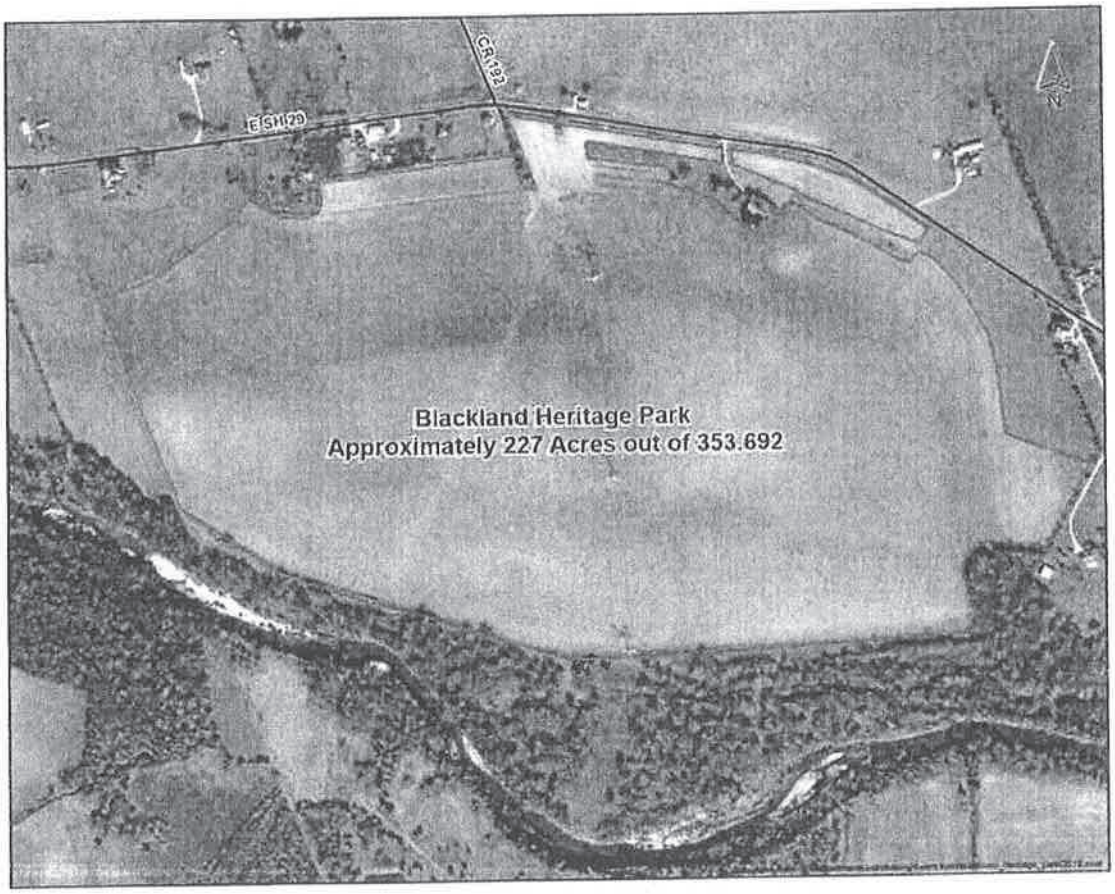
Address:

1721 County Road 36E
Temple Texas 76504

Telephone: (512) 914 2626
Fax: (512) _____

Exhibit "A"

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the "Premises", is further depicted in the aerial photograph below.



Commissioners Court - Regular Session **44.**

Meeting Date: 09/01/2020

Advertisement Approval T1710 On-Call Environmental Services (WCCF)

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 On-Call Environmental Services (WCCF) under RFQ #T1710.

Background

Williamson County is seeking qualified firms to provide on-call environmental services for the Williamson County Conservation Foundation (WCCF). Department point of contact is Gary Boyd. Funding source 01.0508.0508.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 09:57 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:05 AM
Form Started By: Thomas Skiles		Started On: 08/24/2020 09:36 AM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **45.**

Meeting Date: 09/01/2020

1806-243 renewal 2 - ATM Services with Preferred ATM Services, 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 approving the extension of ATM Services Contract #1806-243, renewal option period 2, for the same pricing, terms and conditions as the existing contract with Preferred ATM Services, LLC, for the term September 11, 2020 - September 10, 2021 and authorizing execution of the renewal agreement.

Background

This agreement with Preferred ATM Services, LLC is for the purpose of operating automatic teller machines within the county. The Facilities department points of contact are Shantil Moore and Christi Stromberg. This is a revenue contract with deposits going into the General Fund 0100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

original agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:55 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:19 AM
Form Started By: Dianne West		Started On: 08/25/2020 02:59 PM
Final Approval Date: 08/27/2020		

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services			
P.O./Contract Number:	1806-243	**Effective Date:**	09/11/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/10/2021
Requested By:	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of four (4) one year renewal option periods:**

Renewal Option Period 2	September 11, 2020 – September 10, 2021
Renewal Option Period 1	September 11, 2019 – September 10, 2020
Initial Contract Period	September 11,2018 – September 10, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Preferred ATM Services LLC

Name Joe Savage

Title Co-Owner

Signature

Date 08/12/2020

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature

Date

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd., Suite 120, PMB480, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services			
P.O./Contract Number:	1806-243	**Effective Date:**	09/11/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2020
Requested By:	Christi Stromberg, Assistant Facilities Department Director, Building Maintenance		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 11, 2019 – September 10, 2020
Initial Contract Period	September 11,2018 – September 10, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Preferred ATM Services LLC

Name Joe Savage

Title Partner

Signature [signature]

Date 1-13-20

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature [signature]

Date 1/28/20

Summary Agreement for Renewal of Williamson County Contract

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

This ATM Agreement is made this 11th day of September, 2018 by and between WILLIAMSON COUNTY, TEXAS, hereinafter called LESSOR and PREFERRED ATM SERVICES LLC, hereinafter called LESSEE, on the following terms and conditions.

I. **For and in consideration of the lease payment set out and the service to be provided for the benefit of LESSOR by LESSEE, LESSOR does hereby lease and grant an exclusive right license to LESSEE, locations upon and within, but not limited to the following eight (8) properties, for the purpose of installing and operating Automatic Teller Machines (ATM's).**

Tax Office
904 S. Main Street
Georgetown, TX 78626

Pct. 1
1801 E Old Settlers Blvd
Round Rock, Texas, 78664

Pct. 2
350 Discovery Blvd
Cedar Park, TX 78613

Pct. 3
301. S.E. Inner Loop
Georgetown, TX 78626

(Location to Change FY19)
151 Wilco Way
Georgetown, TX 78626

Pct. 4
211 W 6th St
Taylor, Texas 76574

Williamson County Justice Center
405 MLK Street
Georgetown, Texas 78626

Quarry Splash Pad (Seasonal)
503 Borho
Leander, Texas 78642

Williamson County Expo Center (As Needed)
5350 Bill Pickett Trail
Taylor, Texas 76574

II. **The lease payments, which will be paid monthly and due by the end of the following month for the previous months transactions, shall be: SEE ATTACHED PRICE SHEET – Appendix "A" and "Price Sheet Attachment (setting forth options "A" and "B" for Price Sheet, which are both incorporated herein as if copied in full. LESSOR reserves the right to choose the available ATM Customer Transaction Fees set forth in Appendix "A" and "Price Sheet Attachment". LESSEE shall provide to Lessor financial reports to summarize all activity and transactions to show the calculation of lease payments and shall cooperate with any reasonable requests for information from LESSOR.**

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSOR and LESSEE hereby agree that:

(a) During the term of this Agreement or any renewal of the same, LESSOR shall not grant the right of installing or operating ATM service at the locations described herein to any other company, financial institution, or person including LESSOR.

(b) TERM of the contract shall provide ATM services for an initial term of twelve (12) months, beginning the first day of the first month after the date of the award. Contract extensions may be agreed upon in twelve (12) month increments for up to an additional forty eight (48) months, with the terms and conditions remaining the same, unless otherwise negotiated due to the deflation or inflation of the U.S. Currency. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.

(c) LESSOR shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by willful or gross neglect.

(d) LESSOR will provide dedicated power for the ATM and either a phone line or internet connection at no cost to LESSEE.

(e) LESSOR and LESSEE agree the ATM is and always will be the property of LESSEE unless this contract is replaced with a new contract describing the terms and conditions of any change of ownership of the ATM.

(f) LESSEE or its agents will provide all service maintenance and technical support.

(g) The location of the ATM and the space provided shall be agreed upon between the LESSEE and LESSOR. The space shall be suitable and in plain view, readily accessible to make the services available to the general public. LESSOR, its employees or customers will take no action, which prevents or adversely affects the access, view or use of the ATM.

(h) LESSOR has the authority to enter into this Agreement.

(i) LESSEE shall install the ATM at its sole expense.

(j) LESSEE shall bolt the ATM to the floor to prevent theft and prohibiting the ATM from being tipped over.

(k) LESSEE is not responsible to repair any holes, slab damage or other damage caused to the location by the installation or removal of the ATM.

(l) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by LESSEE shall remain the property of LESSEE. Upon termination of this Agreement, LESSEE shall have the right to enter the location to remove all of its property. LESSOR agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by LESSEE.

(m) At the end of the original term or at the end of any renewal term of this Lease, LESSOR grants to LESSEE a thirty (30) day option to match any bona fide third party offer in connection with the use and/or operation of ATM equipment.

(n) If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resulting to litigation or some other dispute resolution procedure.

(o) This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.

(p) This ATM is being processed by LESSEE, and network sponsorship is being provided by Meta Bank.

(q) Both parties agree to and will comply with all the terms and conditions of this Agreement and of the original Williamson County (RFP) dated July, 2018.

(r) Compliance with All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements

(s) No Assignment: Lessee may not assign this contract without express written consent.

(t) Termination: 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.

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSEE

PREFERRED ATM SERVICES LLC

BY: _____

PRINT NAME: Joe SAHAGE

TITLE: Owner DATE: 9-4-18

LESSOR

WILLIAMSON COUNTY, TEXAS

BY: _____

PRINT NAME: Dan A Gattis

TITLE: County Judge DATE: 09-18-2018

PRICE SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please enter the total transaction fee charged to customer – as member or non-member, then itemize the distribution of the fees collected. If member/non-member is not relevant enter "NA".

Example: Customer Transaction Fee: $ .00
Commission to Respondent: $ .00
Commission to County: $ .00

ATM Customer Transaction Fee (Non-Member): 3.00

Commission to Respondent: 2.40

Commission to Williamson County: .60

ATM Customer Transaction Fee (Member *if applicable*): NA

Commission to Respondent: NA

Commission to Williamson County: NA

Commissioners Court - Regular Session **46.**

Meeting Date: 09/01/2020

Williamson County Courtroom Seating

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of replacement chairs for courtrooms located at the Williamson County Justice Center in the amount of $87,070.44 and removal of all existing chairs in the amount of $6,400 for a total of $93,470.44 from Facilities Resource, Inc. per the terms of TIPS Contract #180305 and authorizing execution of the proposal.

Background

This agreement allows for the removal, replacement, and disposal of existing chairs at the Williamson County 26th District Court, 425th District Court, County Court at Law #4 and County Court at Law #2 and all related jury rooms. Department point of contact is Bob Lubecker. Funding Source is 01.0100.1009.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:34 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:45 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 09:10 AM
Final Approval Date: 08/27/2020		

August 11, 2020

Mr. Bob Lubecker
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: 20142 – Williamson County Courtroom Seating
26th District Court, 425th District Court, County Court at Law #4, Jury Rooms
VIA TIPS Contract: #180305

Dear Bob:

PROJECT DESCRIPTION

Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson County Courthouse located in Williamson County, Texas.

SCOPE OF WORK

FRI will provide furniture and services as outlined below.

3 - Courtrooms (26th District Court, 425th District Court, County Court At Law #4) and related jury rooms: chair fabric is to be Mayer-Durango-Sapphire-DU-004

- **(51) Courtroom Chairs** — **$33,342.27**
  - **6901-67C-80A VIA Carmel Mid-Back, Black Poly "C" Arm**
    Mid Back, Quick Advanced synchro control, Black Polyurethane Arm, Standard black base, standard floor casters
    Fabric: Mayer – Durango Sapphire
- **(42) Deliberation Room Chairs** — **$26,747.70**
  - **5501-11C-2A Linate Mid-Back, Black Poly "C Arm**
    Mid Back, Single position knee-tilt control for single shell chairs, Black Polyurethane Arm, Standard black base, standard floor casters
    Fabric: Mayer – Durango Sapphire
- **(3) Bailiff Task Stools** — **$ 1,756.86**
  - **1801-3C-11XDR-39A VIA Brisbane, Low-Back, Roll Back Arms**
    Low Back with standard A seat, Roll Back Arm. Standard black base, standard floor casters, Upholstered backshell, #6 Arm Cap
    Fabric: Mayer – Durango Sapphire

1 - Courtroom (County Court At Law #2) and related jury room fabric to be Mayer-Durango-Black-DU-006

- **(17) Courtroom Chairs** — **$11,114.09**
  - **6901-67C-80A VIA Carmel Mid-Back, Black Poly "C" Arm**
    Mid Back, Quick Advanced synchro control, Black Polyurethane Arm, Standard black base, standard floor casters
    Fabric: Mayer – Durango Black
- **(14) Deliberation Room Chairs** — **$ 8,915.90**
  - **5501-11C-2A Linate Mid-Back, Black Poly "C Arm**
    Mid Back, Single position knee-tilt control for single shell chairs, Black Polyurethane Arm, Standard black base, standard floor casters
    Fabric: Mayer – Durango Black
- **(1) Bailiff Task Stools** — **$ 585.62**
  - **1801-3C-11XDR-39A VIA Brisbane, Low-Back, Roll Back Arms**
    Low Back with standard A seat, Roll Back Arm. Standard black base, standard floor casters, Upholstered backshell, #6 Arm Cap
    Fabric: Mayer – Durango Black

- **Total for FRI Services** **$ 4,608.00**
  Receipt, Delivery and Installation. Installation to be completed during regular business hours

- **Subtotal:** **$87,070.44**
- **State of Texas Sales Tax** **$ N/A**

- **Total for Furniture** **$87,070.44**

**Tax Exempt Certificate is required, If Tax Exempt Certificate is not provided Sales Tax will be added to invoice*
***Optional Services Are Not Included in the Above Total*

PO To Be Addressed to:
VIA, Inc.
c/o Facilities Resource, Inc.
205 Vista Boulevard
Sparks, Nevada 89434

PO to be Sent To: tipspo@tips-usa.com

TIPS Contract Number Must Appear on all Purchase Orders: #200301

****OPTIONAL**

- **Removal of Existing (128) Chairs and Delivery to Williamson County Facilities Storage** **$2,560.00**
  - Removal of Product to be Completed During Regular Business Hours
- **Removal and Off-Site Disposal of Existing (128) Chairs** **$3,840.00**
  - Removal of Product to be Completed During Regular Business Hours

If this proposal is acceptable, please indicate by signing below and returning to me. This fee proposal is valid for 60 days from the date of this letter. We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we can provide, please contact me.

Agreed:

_____ Date: _____
Williamson County

TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over $1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer agrees to submit to Facilities Resource, Inc. any credit information requested in order to properly approve any order. Facilities Resource, Inc. also reserves the right to refuse any order for placement until all additional credit information or guarantee for payment is obtained from Buyer, if requested. Prior to placement of order a 50% deposit is required for all orders over $1,000.00. All custom products, C.O.M., or C.O.L. require payment in full with the order and are non-cancelable. Facilities Resource, Inc. will bill 40% upon shipment of furniture due upon receipt of the invoice. Facilities Resource, Inc. will bill 10% upon completion of the project due upon receipt of the invoice.
4. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
5. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of $24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
6. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
7. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
8. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
9. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
10. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
11. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
12. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
13. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
14. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
15. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the earlier of fifteen (15) days of invoice date or within fifteen (15) days after designated installation date. Merchandise not available for delivery or ready for delivery will be backordered. Buyer agrees not to withhold payment on any invoice because of partial delivery of entire order. Payment terms are Net 15 days from invoice date. Facilities Resource, Inc. may invoice Buyer percentage of contract, on a weekly basis, until completion. Facilities Resource, Inc. will charge interest at the rate of 1.5%/monthly (or the maximum rate permitted by law) on all past due amounts. Interest invoices will be processed and mailed monthly.
16. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
17. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
18. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.

19. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a $350.00 fee per waiver will be charged.
20. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
21. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
22. All additional costs listed above shall include a 25% administrative fee.
23. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
24. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

_____ _____

Signature *Date*

Commissioners Court - Regular Session **47.**

Meeting Date: 09/01/2020

Georgetown Health Clinic Renovations

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 Amstar, Inc. to provide paint interior and replace carpet and base cove at the Williamson County Georgetown Health Clinic in the amount of $95,946.68 per the terms of Sourcewell Contract #TX-CT-GC-121819-AMS and authorizing execution of the agreement.

Background

This agreement includes moving furniture, preparation for painting, interior patching and painting of walls, demo and removal of existing cove base (trim), demo and removal of existing carpet, install of new rubber cove base (trim), install of new carpet tiles, removal of corner guards, removal of shelves and items on the wall as well as re-installation at the Williamson County Health Clinic. Department point of contact is Bob Lubecker. Funding Source 01.100.0509.004509 for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:36 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:29 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 09:34 AM
Final Approval Date: 08/27/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
(Georgetown Health Clinic Interior Renovation
& Related Services)
(Amstar, Inc. via Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS)

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 **Amstar, Inc.** (hereinafter "Service Provider"), with mailing address at 1211 Pleasanton Rd., San Antonio, TX 78214. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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 Work Order and Statement of Work/Proposal, each dated August 10, 2020 which are incorporated herein as if copied in full;

B. Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS; and

C. Any required insurance certificates evidencing required coverages.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Work Order and Statement of Work/Proposal each dated August 10, 2020 which are incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $95,946.68, 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 County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The

County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE

Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

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.

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

As described in the Work Order and Statement of Work/Proposal, each dated August 10, 2020 which are incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

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

XVI.

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

XVII.

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

Executed this ____ day of _____, 2020 to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: August 17, 20 20

Exhibit(s)
Work Order and Statement of Work/Proposal, each dated August 10, 2020; and
Sourcewell EZIQC Contract No. TX-CT-GC-121819-AMS
(Incorporated herein as if copied in full)

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-AMS

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 081721.00 Work Order Date: 08/10/2020

Work Order Title: Williamson County - Georgetown Health Clinic Interior Renovation

Owner Name:	Williamson County	Contractor Name:	Amstar, Inc.
Contact:	Bob Lubecker	Contact:	Atanacio Carrisal
Phone:	512-943-1625	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-CT-GC-121819-AMS.

Brief Work Order Description:

Georgetown Health Clinic: paint Interior, Replace Carpet and Cove Base.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $95,946.68

Owner Purchase Order Number:

Approvals

Owner Date

Contractor 08/10/2020 Date

Detailed Scope of Work

To: Atanacio Carrisal
Amstar, Inc.
1211 Pleasanton Road
San Antonio, TX 78214
No Data Input

From: Bob Lubecker
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
815-341-6271

Date Printed: August 10, 2020

Work Order Number: 081721.00

Work Order Title: Williamson County - Georgetown Health Clinic Interior Renovation

Brief Scope: Georgetown Health Clinic: paint Interior, Replace Carpet and Cove Base.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Georgetown Health Clinic: 100 W 3rd St. Georgetown, TX 78626

Scope of work is based on Issued Williamson County Floor Plan
Titled: GT PHC Floor Plan with Renovation Plan.
Dated: 7-9-20
Building has been priced as (2) separate areas titled: WIC (Area 1) & Clinic (Area 2). Illustrated boundaries of the (2) areas: Yellow perimeter highlights WIC Area and Green perimeter highlights Clinic Area. Carpet will be replaced in rooms marked with a Star. Blue line highlights walls to be painted the accent color.
Materials to be provided are per Williamson County Specifications. Final Color selection to be made by Williamson County.

Wall Paint:
Sherwin Williams SW 6070
Egg shell finish

Wall Base
Manufacturer: Roppe
Product ID: 118
Name: Peacock
Size 4”
Style: Cove Edge

Flooring
Manufacture: Mohawk:
Line: Hyper Earth,
Product ID: 987

WIC Area

Detailed Scope of Work Continues..

Work Order Number: 081721.00
Work Order Title: Williamson County - Georgetown Health Clinic Interior Renovation

1. Move & Relocate existing furniture as needed.
2. Prep & patch walls as needed.
3. Provide covering & protection as needed & clean-up.
4. Paint Walls (2 coats paint) eggshell finish, primer applied to stained areas as needed.
5. (25%) of the wall areas will recieve primer coat.
6. Each room will include (1) wall painted the accent color (color selection by Owner).
7. Demo & removal of existing Cove Base.
8. Demo & Removal of Existing Carpet.
9. Install New 4" Rubber Cove Base.
10. Installation of New Carpet Tile (Williamson County to verify color selection).
11. Remove all Corner Guards (new corner guards will not be provided).
12. Remove shelves and items on wall and reinstall.

Clinical Area

1. Move & Relocate existing furniture as needed.
2. Prep & patch walls as needed.
3. Provide covering & protection as needed & clean-up.
4. Paint Walls (2 coats paint) eggshell finish, primer applied to stained areas as needed.
5. (25%) of the wall areas will recieve primer coat.
6. Each room will include (1) wall painted the accent color (color selection by Owner).
7. Demo & removal of existing Cove Base.
8. Demo & Removal of Existing Carpet.
9. Install New 4" Rubber Cove Base.
10. Installation of New Carpet Tile (Williamson County to verify color selection)
11. Remove all Corner Guards (new corner guards will not be provided).
12. Remove shelves and items on wall and reinstall.

Anticipated Project Duration: WIC Area (4) Weeks, Clinical Area (3 Weeks). Total project duration (7) Weeks.

Subject to the terms and conditions of JOC Contract **TX-CT-GC-121819-AMS**.

08/10/2020

Contractor Date

Owner Date

Contractor's Price Proposal - Summary

Date: August 10, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-AMS
Work Order #:	081721.00
Owner PO #:	
Title:	Williamson County - Georgetown Health Clinic Interior Renovation
Contractor:	Amstar, Inc.
Proposal Value:	$95,946.68

Clinical Area	**$42,261.52**
WIC Area	**$53,685.16**
Proposal Total	**$95,946.68**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: August 10, 2020

Re:
IQC Master Contract #: TX-CT-GC-121819-AMS
Work Order #: 081721.00
Owner PO #:
Title: Williamson County - Georgetown Health Clinic Interior Renovation
Contractor: Amstar, Inc.
Proposal Value: $95,946.68

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Clinical Area						
1	01 22 20	00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$7,502.21
				Installation	Quantity 220.00 x Unit Price 27.43 x Factor 1.2432 = Total 7,502.21	
					Furniture, Shelve Relocation, misc items during renovation and reinstall.	
2	01 22 20	00 0019		HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$7,256.06
				Installation	Quantity 220.00 x Unit Price 26.53 x Factor 1.2432 = Total 7,256.06	
					Prep-work, protection & clean-up.	
3	01 74 19	00 0012		EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$1,069.13
				Installation	Quantity 2.00 x Unit Price 429.99 x Factor 1.2432 = Total 1,069.13	
					Construction Debris & Waste Removal.	
4	09 01 20	91 0002		SF	Up To 2 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.	$5,785.11
				Installation	Quantity 530.00 x Unit Price 8.78 x Factor 1.2432 = Total 5,785.11	
5	09 65 13	13 0007		LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	$2,792.20
				Installation	Quantity 902.00 x Unit Price 2.03 x Factor 1.2432 = Total 2,276.37	
				Demolition	Quantity 902.00 x Unit Price 0.46 x Factor 1.2432 = Total 515.83	
6	09 68 13	00 0026		SY	32 Ounce, Patterned, Nylon Carpet Tile	$6,769.97
				Installation	Quantity 120.00 x Unit Price 43.09 x Factor 1.2432 = Total 6,428.34	
				Demolition	Quantity 120.00 x Unit Price 2.29 x Factor 1.2432 = Total 341.63	
7	09 91 23	00 0006		SF	Paint Interior Brick Walls, 1 Coat Filler, Brush/Roller Work	$1,201.28
				Installation	Quantity 2,842.00 x Unit Price 0.34 x Factor 1.2432 = Total 1,201.28	
8	09 91 23	00 0008		SF	Paint Interior Brick Walls, 2 Coats Paint, Brush/Roller Work	$2,649.88
				Installation	Quantity 2,842.00 x Unit Price 0.75 x Factor 1.2432 = Total 2,649.88	
9	09 91 23	00 0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work	$841.77
				Installation	Quantity 2,257.00 x Unit Price 0.30 x Factor 1.2432 = Total 841.77	
10	09 91 23	00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work	$6,393.91
				Installation	Quantity 9,023.00 x Unit Price 0.57 x Factor 1.2432 = Total 6,393.91	
Subtotal for Clinical Area						**$42,261.52**
WIC Area						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 081721.00
Work Order Title: Williamson County - Georgetown Health Clinic Interior Renovation

WIC Area

11	01 22 20 00 0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$8,184.23
				Quantity		Unit Price		Factor		Total	
			Installation	240.00	x	27.43	x	1.2432	=	8,184.23	
			Furniture, Shelve Relocation, misc items during renovation and reinstall.								
12	01 22 20 00 0019	HR	Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.								$7,915.70
				Quantity		Unit Price		Factor		Total	
			Installation	240.00	x	26.53	x	1.2432	=	7,915.70	
			Prep-work, protection & clean-up.								
13	01 74 19 00 0012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.								$1,069.13
				Quantity		Unit Price		Factor		Total	
			Installation	2.00	x	429.99	x	1.2432	=	1,069.13	
			Construction Debris & Waste Removal.								
14	09 01 20 91 0002	SF	Up To 2 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location.								$5,785.11
				Quantity		Unit Price		Factor		Total	
			Installation	530.00	x	8.78	x	1.2432	=	5,785.11	
15	09 65 13 13 0007	LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors								$3,665.15
				Quantity		Unit Price		Factor		Total	
			Installation	1,184.00	x	2.03	x	1.2432	=	2,988.06	
			Demolition	1,184.00	x	0.46	x	1.2432	=	677.10	
16	09 68 13 00 0026	SY	32 Ounce, Patterned, Nylon Carpet Tile								$13,539.94
				Quantity		Unit Price		Factor		Total	
			Installation	240.00	x	43.09	x	1.2432	=	12,856.68	
			Demolition	240.00	x	2.29	x	1.2432	=	683.26	
17	09 91 23 00 0006	SF	Paint Interior Brick Walls, 1 Coat Filler, Brush/Roller Work								$1,475.18
				Quantity		Unit Price		Factor		Total	
			Installation	3,490.00	x	0.34	x	1.2432	=	1,475.18	
18	09 91 23 00 0008	SF	Paint Interior Brick Walls, 2 Coats Paint, Brush/Roller Work								$3,254.08
				Quantity		Unit Price		Factor		Total	
			Installation	3,490.00	x	0.75	x	1.2432	=	3,254.08	
19	09 91 23 00 0062	SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work								$1,023.03
				Quantity		Unit Price		Factor		Total	
			Installation	2,743.00	x	0.30	x	1.2432	=	1,023.03	
20	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work								$7,773.61
				Quantity		Unit Price		Factor		Total	
			Installation	10,970.00	x	0.57	x	1.2432	=	7,773.61	

Subtotal for WIC Area **$53,685.16**

Proposal Total **$95,946.68**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

GORDIAN®

Subcontractor Listing

Date: August 10, 2020

Re:

IQC Master Contract #: TX-CT-GC-121819-AMS
Work Order #: 081721.00
Owner PO #:
Title: Williamson County - Georgetown Health Clinic Interior Renovation
Contractor: Amstar, Inc.
Proposal Value: $95,946.68

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Commissioners Court - Regular Session **48.**

Meeting Date: 09/01/2020

Williamson Museum Carpet Install

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 Gary & Annette Maruska d/b/a Aladdin Carpet & Interiors to provide the removal of existing carpet and installation of new carpet at the Williamson County Museum on the Georgetown Square in the amount of $6,975.00 and authorizing execution of the agreement.

Background

This agreement is for the removal of existing carpet and installation of new carpet at the Williamson County Museum on the Georgetown Square 716 Austin Avenue Georgetown, Texas 78626. Three (3) quotes were obtained. Department point of contact is Dale Butler. Funding Source 01.100.1001.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:43 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:30 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 09:53 AM
Final Approval Date: 08/27/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CARPET INSTALL
(Williamson Museum)

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 **Gary & Annette Maruska d/b/a Aladdin Carpet & Interiors**, 306 W. 4th, Taylor, TX 76574 (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 Statement of Work/Quotation, which is marked Exhibit "A" and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "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 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 on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $6,975.00, 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 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/Quotation, which is marked Exhibit "A" and incorporated herein as if copied in full.

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this

Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) 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: 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.

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.

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: _____, 2020

SERVICE PROVIDER: Aladdin Carpet & Interiors

Gary W. Maruska
Authorized Signature

Gary W. Maruska
Printed Name

Date: 8-26-, 2020

Exhibit “A”
Statement of Work/Quotation
(Incorporated herein as if copied in full)

Aladdin
CARPET & INTERIORS

"Where Quality Is Higher Than Price"

GARY & ANNETTE MARUSKA

306 WEST FOURTH
TAYLOR, TEXAS 76574

PHONE: (512) 352-9200
FAX: (512) 352-9797

WILLIAMSON MUSEUM ON THE GEORGETOWN SQUARE
716 AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

BID SCOPE: REMOVE EXIST CARPET & INSTALL:
MOHAWK LVT-- SELECT STEP II-STONE # CR 704
TAKEN OF GRANITE # S959
JOHNSONITE-- # 63 BLACK/BROWN RUBBER 4 INCH COVE BASE

TOTAL BID: $ 6975.00 (SIXTY NINE HUNDRED & SEVENTY FIVE DOLLARS & NO CENTS)
'THANK YOU FOR ALLOWING US TO BID !
GARY & ANNETTE MARUSKA
ALADDIN CARPET & INTERIORS
306 WEST 4 TH.
TAYLOR, TEXAS 76574
ESTABLISHED 1986 !
" WHERE QUALITY IS HIGHER THAN PRICE!"

Commissioners Court - Regular Session **49.**

Meeting Date: 09/01/2020

Georgetown Tax Office Drop Box

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 Texas Cutting & Coring, L. P. to create a new opening for a drop box at the Georgetown Tax Office in the amount of $2,475.00 and authorizing execution of the agreement.

Background

This agreement is for the creation of one (1) opening into 8" Tilt Wall for a Drop Box at Georgetown Tax Office, which includes hanging plastic, removal and hauling off per the quote. Department point of contact is Daniel Shea. Funding Source 01.100.1051.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:32 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 10:55 AM
Final Approval Date: 08/27/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
DROP BOX WALL OPENING
(Georgetown Tax Office)

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 **Texas Cutting & Coring, L. P.** (hereinafter "Service Provider"), 17 Indian Meadows , Round Rock, TX 78665. 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 Quotation, dated August 8, 2020, 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 $2,475.00.00.**

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 Quotation, dated August 8, 2020, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

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: 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:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	MATTHEW J DIDICK
Printed Name	Printed Name
Date: _____ ____, 2020	Date: July 26th, 2020

Exhibit(s)
Quotation, dated August 8, 2020

TEXAS CUTTING & CORING…

17 Indian Meadows
Round Rock, TX 78665-9516
(512) 447-4477 (512) 255-5974 Fax

QUOTE: 746628
08/08/20

WILLIAMSON COUNTY
FACILITES MAINTENANCE
3101 SE INNER LOOP
GEORGETOWN ,TX
Phn: (254) 654-1495 **Fax:**
Attn:

JOB SITE LOCATION

Georgetown Tax Office
904 S Main

Georgetown, TX
(512) 695-8404

SCOPE OF WORK

Quantity	Description	Unit	Price
1.00	Hydraulic Hand saw / Ring saw / Chain saw / Core drill 1 Opening Into 8" Tilt Wall For Drop Box The Opening Is Approximately 17-1/4" Wide x 8-1/2" Tall On The Outside & 15" Tall Inside On A 35 Deg Angle. This Price Is Based On Work To Be Done After Hours, While The Tax Office Is Closed. This Includes Hanging Plastic, Removal & Haul Off.	2,475.00	2,475.00

TOTAL: $2,475.00

Daniel (512) 695-8404
-CONTRACTOR IS RESPONSIBLE FOR LAYOUT OF SAWING ON SLABS / WALL PRIOR TO OUR ARRIVAL ON SITE.
-TEXAS CUTTING AND CORING IS NOT RESPONSIBLE FOR DAMAGE TO ANY HIDDEN OR UNMARKED UTILITIES LOCATED INSIDE, NEAR OR UNDERNEATH THE WORK AREA.
-STANDBY TIME WILL BE CHARGED AT A RATE OF $112.50 PER PERSON / PER HOUR FOR ANY JOB SITE CONDITION THAT WOULD PREVENT US FROM PERFORMING THE ABOVE SCOPE OF WORK. I.E. LACK OF LAYOUT.
-ANY ALTERATION FROM THE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSED PRICE.

To be provided by others:
Lay out of opening/s, sufficient water and electricity for equipment. Area to be free and clear of obstructions. Access for our operator and equipment. Safety person or barriers if necessary. Texas Cutting & Coring, L.P. is not responsible for cleaning of concrete slurry other than light water hosing (unless specified as a condition).

Texas Cutting & Coring, L. P. proposes to furnish equipment and labor in accordance with defined specifications, for the sum of: **($2,475.00).**

Payment to be made as follows:
All Invoices due net 30 days for materials stored or delivered to job and/or labor performed. Interest will be charged at 2% per month on all amounts.
All legal fees incurred for collection of this contract will be paid by: WILLIAMSON COUNTY

NOTE: Texas Cutting & Coring L.P. may withdraw this proposal, if not accepted within 30 days.
Texas Cutting & Coring, L.P. assumes no responsibility for layout or damage to hidden utilities. Changes in job conditions may result in price adjustments.

Acceptance of this proposal: The above prices, specifications and conditions have been read and are satisfactory and are hereby accepted. Texas Cutting & Coring, L.P. is authorized to perform the work as specified.

Date of accptance: _____ **Signature:** _____

(Must be an officer of the company)

TEXAS CUTTING & CORING…

17 Indian Meadows
Round Rock, TX 78665-9516
(512) 447-4477 (512) 255-5974 Fax

QUOTE: 746628
08/08/20

WILLIAMSON COUNTY
FACILITES MAINTENANCE
3101 SE INNER LOOP
GEORGETOWN ,TX
Phn: (254) 654-1495 **Fax:**
Attn:

JOB SITE LOCATION

Georgetown Tax Office
904 S Main

Georgetown, TX
(512) 695-8404

SCOPE OF WORK

Quantity	Description	Unit	Price
	-TEXAS CUTTING AND CORING WILL VACUUM UP THE SLURRY BUT IS NOT RESPONSIBLE FOR FINE CLEANING SUCH AS MOPPING OR PRESSURE WASHING. Justin Ketchum - 512-627-9346		

To be provided by others:
Lay out of opening/s, sufficient water and electricity for equipment. Area to be free and clear of obstructions. Access for our operator and equipment. Safety person or barriers if necessary. Texas Cutting & Coring, L.P. is not responsible for cleaning of concrete slurry other than light water hosing (unless specified as a condition).

Texas Cutting & Coring, L. P. proposes to furnish equipment and labor in accordance with defined specifications, for the sum of: **($2,475.00).**

Payment to be made as follows:
All Invoices due net 30 days for materials stored or delivered to job and/or labor performed. Interest will be charged at 2% per month on all amounts.
All legal fees incurred for collection of this contract will be paid by: WILLIAMSON COUNTY

NOTE: Texas Cutting & Coring L.P. may withdraw this proposal, if not accepted within 30 days.
Texas Cutting & Coring, L.P. assumes no responsibility for layout or damage to hidden utilities. Changes in job conditions may result in price adjustments.

Acceptance of this proposal: The above prices, specifications and conditions have been read and are satisfactory and are hereby accepted. Texas Cutting & Coring, L.P. is authorized to perform the work as specified.

Date of accptance: _____ **Signature:** _____

(Must be an officer of the company)

Commissioners Court - Regular Session **50.**

Meeting Date: 09/01/2020

Williamson County Regional Animal Shelter Energy Efficient Commercial Bldg Deduction Allocation-J. Harkins

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allocating to J. Harkins Company a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Animal Shelter Renovation Project, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated J. Harkins Company.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Animal Shelter Energy Efficient Deduction J. Harkins

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:34 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 10:26 AM
Final Approval Date: 08/27/2020		

SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION ALLOCATION FORM

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to the eligible designers as identified below.

J. Harkins Company created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, *J. Harkins Company* provided input into the creation of technical specifications through the following:

J. Harkins Company was the Mechanical Contractor for the new construction of the Williamson County Regional Animal Shelter. *J. Harkins Company* performed iterative calculations to ensure that adequate airflow was achieved throughout the facility on page two of this allocation form.

The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

Williamson County hereby allocates *J. Harkins Company* the Section 179D deduction for the property described below:

Williamson County Building Information				
Property Name	**Property Address**	**Placed in Service**	**Cost of Property**	**Allocation Percentage**
Williamson County Regional Animal Shelter	1855 S.E. Inner Loop Georgetown, TX 78626	March 2019	$784,458	100%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, *Williamson County* will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

Williamson County Representative Information	
Representative Name:	
Government Entity Name:	*Williamson County*
Title:	
Mailing Address:	
Telephone Number:	
E-mail:	

J. Harkins Company Representative Information	
Representative Name:	JD Harkins
Eligible Taxpayer Entity Name:	*J. Harkins Company*
Title:	President
Address:	618 Hwy. 95 N. Elgin, TX 78621
Telephone Number:	512-281-5577
Representative E-mail:	JD@harkinscompany.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:

_____
Signature (Williamson County Representative)

Signature (J. Harkins Company Representative)

_____
Date

7/16/20
Date

Commissioners Court - Regular Session **51.**

Meeting Date: 09/01/2020

321 Ed Schmidt Blvd, Suite 100 to be Used for Fall Election Location

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the use of 321 Ed Schmidt Blvd., Suite 100, Hutto, for purposes of the Fall 2020 Election Cycle as a Public Polling Place.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:39 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 10:29 AM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **52.**

Meeting Date: 09/01/2020

Georgetown Annex Energy Efficient Deduction Allocation - Hendrix Consulting Engineers

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County Georgetown Annex, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated Hendrix Consulting Engineers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown Annex Efficient Bldg Deduction

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:39 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 10:38 AM
Final Approval Date: 08/27/2020		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FIRM F-4095 FAX: (512) 218-0077

August 20, 2020

Dale Butler
3101 SE Inner Loop
Georgetown, Texas 78626

RE: 179D Tax Deduction Form

Dear Mr. Butler,

Federal tax law, specifically §179D of the Internal Revenue Code, permits a tax-exempt property owner to allocate certain tax deductions to the designers who are instrumental in implementing energy-saving building improvements pursuant to the Energy Policy Act of 2005 (EPAct 2005). This deduction is of no benefit to the building owner because the governmental entity does not pay taxes from which the deduction can be made. IRS definitions contained in Notice 2008-40 provide that this tax deduction incentive can be allocated primarily to the persons responsible for the design of the project.

For that reason, **Hendrix Consulting Engineers (HCE), P.C.** is requesting that this incentive be allocated to us and that you identify us as the persons responsible for the MEP design by signing the attached letter. If the enclosed form is accurate, we request that you sign and date it, then return it to us either by fax or by scanning your signed copy and emailing it to my attention.

We congratulate you and your organization for the role you have undertaken in implementing Green Building initiatives. We have enjoyed the opportunity to work with you and are proud to be a part of the effort.

If you have any questions or concerns or require further information regarding the energy-saving features of the buildings, I encourage you to contact me.

Sincerely,

BR Hendrix

Byron Hendrix
P.E., C.E.A., LEED AP

Dale Butler
3101 SE Inner Loop
Georgetown, Texas 78626

TRANSFER OF 179D TAX DEDUCTION

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of $14,900,000
Property Placed In Service Date	2019
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	100%

Owner:
"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 SE Inner Loop

City: Georgetown State: Texas Zip 78626

Phone Number: 512-414-8940

Authorized Representative

_____ _____
Signature Date

Designer:
I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative

B R Hendrix 8/21/2020
Signature Date

Public Building

Name: Williamson County Annex

Address: 151 Wilco Way

City: Georgetown State: Texas Zip: 78626

NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 ***In General*****.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

.02 ***Designer of Government-Owned Buildings*****.** A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

.03 ***Allocation of the Deduction*****.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

.04 ***Form of Allocation*****.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

(1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;

(2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;

(3) The address of the government-owned building on or in which the property is installed;

(4) The cost of the property;

(5) The date the property is placed in service;

(6) The amount of the § 179D deduction allocated to the designer;

(7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and

(8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

.05 ***Obligations of Designer*****.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer’s records for purposes of§ 1.6001-1(a) of the Income Tax Regulations.

.06 ***Tax Consequences to Designer of Government-Owned Buildings*****.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

.07 ***Tax Consequences to Owner of Public Building*****.** The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

Commissioners Court - Regular Session **53.**

Meeting Date: 09/01/2020

North Campus Facility Energy Efficient Bldg Deduction Allocation-Hendrix Consulting Engineers

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Williamson County North Campus Facility Project, which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated Hendrix Consulting Engineers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Campus Energy Efficient Bldg Deduction-Hendrix Consulting Engineers

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 10:47 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:17 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 10:41 AM
Final Approval Date: 08/27/2020		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FIRM F-4095 FAX: (512) 218-0077

August 20, 2020

Dale Butler
3101 SE Inner Loop
Georgetown, Texas 78626

RE: 179D Tax Deduction Form

Dear Mr. Butler,

Federal tax law, specifically §179D of the Internal Revenue Code, permits a tax-exempt property owner to allocate certain tax deductions to the designers who are instrumental in implementing energy-saving building improvements pursuant to the Energy Policy Act of 2005 (EPAct 2005). This deduction is of no benefit to the building owner because the governmental entity does not pay taxes from which the deduction can be made. IRS definitions contained in Notice 2008-40 provide that this tax deduction incentive can be allocated primarily to the persons responsible for the design of the project.

For that reason, **Hendrix Consulting Engineers (HCE), P.C.** is requesting that this incentive be allocated to us and that you identify us as the persons responsible for the MEP design by signing the attached letter. If the enclosed form is accurate, we request that you sign and date it, then return it to us either by fax or by scanning your signed copy and emailing it to my attention.

We congratulate you and your organization for the role you have undertaken in implementing Green Building initiatives. We have enjoyed the opportunity to work with you and are proud to be a part of the effort.

If you have any questions or concerns or require further information regarding the energy-saving features of the buildings, I encourage you to contact me.

Sincerely,

Byron Hendrix
P.E., C.E.A., LEED AP

Dale Butler
3101 SE Inner Loop
Georgetown, Texas 78626

TRANSFER OF 179D TAX DEDUCTION

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of $22,500,000
Property Placed In Service Date	2018
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	100%

Owner:
"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 SE Inner Loop

City: Georgetown State: Texas Zip 78626

Phone Number: 512-414-8940

Authorized Representative

_____ _____
Signature Date

Designer:
I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative

B Hendrix 8/21/2020
Signature Date

Public Building

Name: Williamson County North Campus Facility

Address: 3189 SE Inner Loop

City: Georgetown State: Texas Zip: 78626

NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 ***In General*****.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

.02 ***Designer of Government-Owned Buildings*****.** A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

.03 ***Allocation of the Deduction*****.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

.04 ***Form of Allocation*****.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

(1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;

(2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;

(3) The address of the government-owned building on or in which the property is installed;

(4) The cost of the property;

(5) The date the property is placed in service;

(6) The amount of the § 179D deduction allocated to the designer;

(7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and

(8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

.05 ***Obligations of Designer*****.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer’s records for purposes of§ 1.6001-1(a) of the Income Tax Regulations.

.06 ***Tax Consequences to Designer of Government-Owned Buildings*****.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

.07 ***Tax Consequences to Owner of Public Building*****.** The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

Commissioners Court - Regular Session **54.**

Meeting Date: 09/01/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #12

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #12 in the amount of $1,671.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide additional framing for recessed projector screens. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000, in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #12

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 11:12 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:54 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 10:59 AM
Final Approval Date: 08/27/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

June 10, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0012

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,671 (one thousand six hundred seventy-one) dollars to provide Additional framing for recessed projector screens for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0012

QUOTATION :

Item	Labor	Materials	Subs	Total
Additional framing for recessed projector screens	$0.00	$0.00	$1,500.00	$1,500.00
Totals	$0.00	$0.00	$1,500.00	$1,500.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$150.00
	Fee on JTV			$0.00
	Bond			$20.88
	Remodel Tax			$0.00
	TOTAL			**$1,670.88**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 6/10/2020

Accepted

By: Dwayne Morrell

Date 08/26/2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

Commissioners Court - Regular Session **55.**

Meeting Date: 09/01/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #13

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #13 in the amount of ($1,990.00.) This change order is being credited to owner's contingency from within the original project budget.

Background

This change order is a credit for data drops, cameras and receptacles which were not needed at the project. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #13

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 11:12 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:40 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 11:04 AM
Final Approval Date: 08/27/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

June 11, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0013

Dear Sir or Madam:

We respectfully submit our proposal for a decrease to our contract in the amount of $1,990 (one thousand nine hundred ninety) dollars to provide unneeded electrical scope at the Annex and Radio Shop for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0013

QUOTATION :

Item	Labor	Materials	Subs	Total
deduct of (34) Data Drops, Add of (3) Cameras, (14) Data Drops, (5) Wireless Access Points, and all associated material	$0.00	$0.00	$(1,049.00)	$(1,049.00)
deduct of (6) Receptacles, (2) Data Drops, and associated material at the Radio Shack	$0.00	$0.00	$(941.00)	$(941.00)
Totals	$0.00	$0.00	$(1,990.00)	$(1,990.00)

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	**$(1,990.00)**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 6/11/2020

Accepted

By: Dwayne Ronell

Date 6-9-2020

7

VAUGHN CONSTRUCTION

By:

Thomas Morrill

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

06/02/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 16

CHANGE ORDER INFORMATION: Deduct of (34) Data Drops, Add of (3) Cameras, (14) Data Drops, and (5) Wireless Access Points.

WORK DESCRIPTION: Includes the deduct of (34) Data Drops, Add of (3) Cameras, (14) Data Drops, (5) Wireless Access Points, and all associated material.

The total amount of this Change Order is: **-$1,049.00**

Total Number of Working Days: **0 Days**

Exclusions:
- **Overtime**
- **Tax**
- **Controls wiring and terminations between systems**
- **Sheetrock Cutting, or Repair**
- **Grid Repair**
- **Paint**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	-120.00	139.54	C	-167.45	7.00	C	-8.40
1445	3/4" Set Screw Steel Conn	-2.00	381.23	C	-7.62	0.10	E	-0.20
2339	3/4" 1-Hole Strap	-34.00	48.21	C	-16.39	4.00	C	-1.36
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	-7.00	5.95	C	-41.65	0.30	E	-2.10
3078	1/8" Poly Pull Line	-144.00	33.44	M	-4.82	3.50	M	-0.50
4897	4" Square-1G Plaster Ring-5/8"D	17.00	948.10	C	161.18	0.15	E	2.55
4897	4" Square-1G Plaster Ring-5/8"D	-34.00	948.10	C	-322.35	0.15	E	-5.10
5079	4" Square Flat Blank Cover	5.00	552.58	C	27.63	0.12	E	0.60
5080	4" Square Flat Blank Cover w/KO	5.00	653.12	C	32.66	0.12	E	0.60
6168	1/4X4 Toggle Bolt	5.00	37.85	C	1.89	12.00	C	0.60
					-336.92			-13.31

Change Order Summary	
Material Total	-$336.92
Material Subtotal	-$336.92
Electrician Hours	-9.98
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
O.T. Electrician per Hour with Burden	N/A
Superintendent Hours	-3.33
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
O.T Superintendent per Hour with Burden	N/A
Labor Subtotal	***-$548.84***
Consumables (6% of material)	*$0.00*
Project Management (5% of labor)	*$0.00*
Safety ($0.50 per labor hour)	*$0.00*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$0.00***
Total Costs Subtotal	-$885.76
Overhead & Profit (15%)	-$132.86
Bond (3%)	-$30.56
CHANGE ORDER TOTAL	**-$1,049**

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

06/03/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 17

CHANGE ORDER INFORMATION: Deduct of (6) Receptacles, and (2) Data Drops

WORK DESCRIPTION: Includes the deduct of (6) Receptacles, (2) Data Drops, and associated material at the Radio Shack.

The total amount of this Change Order is: **-$941.00**

Total Number of Working Days: **0 Days**

Exclusions:
- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Grid Repair**
- **Paint**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	-80.00	139.54	C	-111.63	7.00	C	-5.60
1445	3/4" Set Screw Steel Conn	-14.00	381.23	C	53.34	0.10	E	-1.40
2339	3/4" 1-Hole Strap	-8.00	48.21	C	-3.86	4.00	C	-0.32
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	-8.00	5.95	C	-47.60	0.30	E	-2.40
2660	#12 THHN CU Stranded Wire	-66.00	198.88	M	-13.13	6.00	M	-0.40
3078	1/8" Poly Pull Line	-24.00	33.44	M	-0.80	3.50	M	-0.08
4703	20A/125V Spec Grade Dup Rcpt (5-20R)	-6.00	209.75	C	-12.58	0.30	E	-1.80
4897	4" Square-1G Plaster Ring-5/8"D	-8.00	948.10	C	-75.85	0.15	E	-1.20
4974	1G SS Dup Rcpt Plate	-6.00	217.29	C	-13.04	0.10	E	-0.60
					-225.15			-13.80

Change Order Summary	
Material Total	-$225.15
Material Subtotal	-$225.15
Electrician Hours	-10.35
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	-3.45
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***-$569.04***
Consumables (6% of material)	*$0.00*
Project Management (5% of labor)	*$0.00*
Safety ($0.50 per labor hour)	*$0.00*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$0.00***
Total Costs Subtotal	-$794.19
Overhead & Profit (15%)	-$119.13
Bond (3%)	-$27.40
CHANGE ORDER TOTAL	**-$941**

2791-01 Wilco Annex Renovation Funds Tracking Log

CP #	Description	Date Submited	Date Returned	Amount	Days Added	Owners Contingency Remaining
1	Credit for Taking Security Scope from Contract	3/2/2020	4/22/2020	$ (195,667.00)	0	$ 190,000.00
2	Changes associated with ASI 1	3/18/2020	4/22/2020	$ 9,995.00	6	$ 180,005.00
3	Various Framing/Sheet Rock Changes Per RFI's 41, 51, 52 and 54	3/26/2020	4/22/2020	$ 1,905.00	0	$ 178,100.00
4	Sprinkler System changes per RFI 49 and ASI 002	3/30/2020	6/9/2020	$ 121,178.00	59	$ 56,922.00
5	Bring existing water heater up to code per RFI 045	3/31/2020	4/22/2020	$ 3,218.00	0	$ 53,704.00
6	Various Electrical Changes per RFI's 1, 5, 6, 23, 30, 31, 32, 34	4/2/2020	5/5/2020	$ 9,726.00	26	$ 43,978.00
7	sawcut, excavate and tie in drain line per RFI 65	5/8/2020	5/11/2020	$ 7,164.00	0	$ 36,814.00
8	sawcut and relocate electrical conduit and domestic water line into Receptions wall per RFI 6R	5/8/2020	5/11/2020	$ 4,504.00	0	$ 32,310.00
9	Add Unistrut and All thread system to support soffit in Voting Room 101 Per RFI 50	5/8/2020	5/11/2020	$ 3,023.00	0	$ 29,287.00
10	Material and labor to cut out and re caulk the gray sealant with aluminum stone sealant	5/11/2020	5/19/2020	$ 855.00	0	$ 28,432.00
11	Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel	6/2/2020	6/4/2020	$ 19,578.00	8	$ 8,854.00
12	Additional framing for recessed projector screens	6/10/2020	6/10/2020	$ 1,671.00	0	$ 7,183.00
13	unneeded electrical scope at the Annex and Radio Shop	6/11/2020		$ (1,990.00)	0	$ 9,173.00
14						
15						
16						
17						
18						
19						
20						
T				$ (14,840.00)	99	$ 9,173.00

Initail Contract Amount	$3,761,000.00
New Contract Amount	$3,746,160.00
Initial Completion Date	11/13/2020
New Completion Date	2/20/2021

Commissioners Court - Regular Session **56.**

Meeting Date: 09/01/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #14

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #14 in the amount of $5,179.00. If additional coat is required, there would be an additional fee of $1,670.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide labor and materials to paint existing gas pipe on roof. Should an additional coat be required, there will be an additional fee of $1,670.00. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #14

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 11:36 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:54 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 11:10 AM
Final Approval Date: 08/27/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

June 22, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0014

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $5,179 (five thousand one hundred seventy-nine) dollars to provide paint existing gas pipe on roof for the above referenced project.

If additional coat is required, an add of $1,670 will be assessed

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0014

QUOTATION :

Item	Labor	Materials	Subs	Total
paint existing gas pipe on roof	$0.00	$0.00	$4,649.00	$4,649.00
Totals	$0.00	$0.00	$4,649.00	$4,649.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$464.90
	Fee on JTV			$0.00
	Bond			$64.72
	Remodel Tax			$0.00
	TOTAL			**$5,178.62**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 6/22/2020

Accepted

By: Dwayne Dorsett

Date 7-9-2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Proposal Valid for 10 Days

Slater Painting

6/19/2020

Shawn Baggett
Vaughn Construction
6604 N. Lamar
Austin, TX 78712

Re: Wilco Annex

Dear Shawn:

We have reviewed proposal request to prep, prime and paint 2 coats on the gas pipe on the roof and the cost for this work is an add of $ 4,,649.43.
If a 3rd coat is requested it will be an add of $ 1,670.49.

Attached for your review is our cost breakdown. Please advise if this change proposal is accepted.

Sincerely,

Brad Jackson
Project Manager

9607 Gray Blvd Austin, TX 78758 Phone:512-451-4246 Fax:

ESTIMATE RECAP

PROJECT: WILCO ANNEX
BID DATE: 6/19/20

DESCRIPTION	QNTY	UNIT	M.H.UNIT	LABOR $20.00 MAN HOUR	TOTAL	UNIT	MATERIAL TOTAL	PROJECT F TOTALS
PREP GAS PIPE	1485	SF	0.016	23.76	475.20	0.100	148.50	623.70
PAINT GAS PIPE 1ST COAT	1485	SF	0.020	29.70	594.00	0.200	297.00	891.00
PAINT GAS PIPE 2ND COAT	1485	SF	0.020	29.70	594.00	0.200	297.00	891.00
PROTECTION & CLEAN UP	1	LS	24.000	24.00	480.00	300.000	300.00	780.00
SUBTOTAL				107.16	2143.20		1042.50	3185.70
BURDEN	40.00 %				857.28			857.28
SALES TAX	0.00 %						0.00	0.00
SUBTOTAL					3000.48		1042.50	4042.98
						O & P	0.15	606.45
						TOTAL		4649.43

ESTIMATE RECAP

PROJECT: WILCO ANNEX
BID DATE: 6/19/20

DESCRIPTION	QNTY	UNIT	M.H.UNIT	LABOR $20.00 MAN HOUR	TOTAL	UNIT	MATERIAL TOTAL	PROJECT F TOTALS
PAINT GAS PIPE 3ND COAT	1485	SF	0.020	29.70	594.00	0.200	297.00	891.00
PROTECTION & CLEAN UP	1	LS	8.000	8.00	160.00	100.000	100.00	260.00
SUBTOTAL				37.70	754.00		397.00	1151.00
BURDEN	40.00 %				301.60			301.60
SALES TAX	0.00 %						0.00	0.00
SUBTOTAL					1055.60		397.00	1452.60
						O & P	0.15	217.89
						TOTAL		1670.49

Commissioners Court - Regular Session **57.**

Meeting Date: 09/01/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #15

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #15 in the amount of $3,042.12. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide A/V and Data Changes to due revised specifications by Williamson County. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #15

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 11:36 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:55 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 11:14 AM
Final Approval Date: 08/27/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 07, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0015

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $3,042 (three thousand forty-two) dollars to provide A/V and Data Changes due to Wilco specification revision received on 6/9/20 (Revised per County direction) for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0015

QUOTATION :

Item	Labor	Materials	Subs	Total
A/V and Data Changes due to Wilco specification revision received on 6/9/20	$0.00	$0.00	$2,731.00	$2,731.00
Totals	$0.00	$0.00	$2,731.00	$2,731.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$273.10
	Fee on JTV			$0.00
	Bond			$38.02
	Remodel Tax			$0.00
	TOTAL			**$3,042.12**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/7/2020

Accepted

By: Dwayne Rowell

Date 7-9-2020

VAUGHN CONSTRUCTION

By:

Thomas Morrill

Proposal Valid for 10 Days

Brandy A. Mynar-Olson, Account Manager
Brandy.Olson@TFEconnect.com | 254-741-2456
Paul Pelton, Structured Cabling Design Estimator
Paul.Pelton@TFEconnect.com | 512-819-6932

To: Vaughn Construction

Date: July 3, 2020

Attn: Estimations

RE: Williamson County - Inner Loop Annex & Radio Shack Building Renovation - Structered Cabling Division 27 10 00

- Please Reference Quote Number on Correspondence -

Qty	Part #	Description	Price Each	Extended
		Copper & Fiber Section		
66	7131800	CAT6 4X CMP Blue	$ 238.64	$ 15,750.24
2	7131800	CAT6 4X CMP Blue (WAP)	$ 238.64	$ 477.28
1	7131800	CAT6 4X CMP Blue(Camera)	$ 238.64	$ 238.64
333	CJ688TGBU	CAT6 Insert Blue	$ 7.11	$ 2,367.63
6	CJ688TGWH	CAT6 Insert White	$ 7.11	$ 42.66
5	CJ688TGYL	Cat 6 Insert Yellow	$ 7.11	$ 35.55
172	CFPL4IWY	Faceplate 4PT	$ 1.94	$ 333.68
425	CMBIW-X	Blank Inserts	$ 0.24	$ 102.00
8	CPPKL6TG48WBL	Patch Panel 48 Port Modular (PreLoaded)	$ 703.68	$ 5,629.44
1	TFE-MISC	Miscellaneous Cables, Connectors and Installation Hardware	$ 2,832.36	$ 2,832.36
1	TFE-CABLE	Labor & Installation	$ 28,359.22	$ 28,359.22
		Return Materials FEE	$2,051.00	$2,051.00
			Total	**$ 58,251.00**
		Subtract Original Contract Amount		**$55,520.00**
Terms and Conditions		***Change Order Total***		**$2,731.00**

* Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
* If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
* Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
* Customer will provide an area, of adequate size, for storage of materials.
* Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
* Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized s required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete tl
* TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
* Cable color is specified by TFE unless previously agreed upon between customer and TFE.
* Payment for material is due upon delivery.
* Customer is responsible for any applicable sales and/or use tax.

Scope

*

Commissioners Court - Regular Session **58.**

Meeting Date: 09/01/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #16

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #16 in the amount of $15,965.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is for labor and materials to add a ceiling in Open office 602 per RFI 90. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn CO #16

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 11:37 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:56 AM
Form Started By: Wendy Danzoy		Started On: 08/27/2020 11:16 AM
Final Approval Date: 08/27/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

July 07, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0016

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $15,965 (fifteen thousand nine hundred sixty-five) dollars to provide adding a ceiling in Open Office 602 per RFI 90 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0016

QUOTATION :

Item	Labor	Materials	Subs	Total
installation of (7) "C" fixtures, (1) "C1" fixture, (1) Occupancy Switch, and all associated materials	$0.00	$0.00	$7,428.00	$7,428.00
Add Grid and Tile to open office 602 and closet	$0.00	$0.00	$1,805.00	$1,805.00
Install heads in new lay in ceiling office 602	$0.00	$0.00	$1,560.00	$1,560.00
Revising HVAC to accept lay in cieling	$0.00	$0.00	$3,002.00	$3,002.00
Floor Protection	$250.00	$250.00	$0.00	$500.00
Totals	$250.00	$250.00	$13,795.00	$14,295.00
	Insurance, Tax, Benefits on Labor			$3.83
	Overhead			$0.00
	Fee on Subs			$1,379.50
	Fee on JTV			$86.91
	Bond			$199.53
	Remodel Tax			$0.00
	TOTAL			**$15,964.77**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/7/2020

Accepted

By: Dwayne Dorsett

Date 7-9-2020

VAUGHN CONSTRUCTION

By: Thomas Morrill

Thomas Morrill

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

07/02/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 18

CHANGE ORDER INFORMATION: Open Office 602 Fixture changes

WORK DESCRIPTION: Includes the installation of (7) "C" fixtures, (1) "C1" fixture, (1) Occupancy Switch, and all associated materials

The total amount of this Change Order is: $7,428.00

Total Number of Working Days: **4 Days**

Exclusions:
- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Grid Repair**
- **Paint**
- **Delivery Time of Fixtures**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1011	3/4" EMT (Difficult)	170.00	139.54	C	237.22	7.50	C	12.75
10560	#12 Bare Pigtail Ground	11.00	483.16	C	53.15	6.00	C	0.66
10584	Red Wirenuts	49.00	145.79	M	7.14	0.70	C	0.34
1121	1/2" Steel Flex	60.00	91.61	C	54.97	4.00	C	2.40
1122	3/4" Steel Flex	8.00	121.70	C	9.74	5.00	C	0.40
1445	3/4" Set Screw Steel Conn	18.00	381.23	C	68.62	0.10	E	1.80
1545	3/4" Set Screw Steel Cplg	10.00	368.95	C	36.90	0.12	E	1.20
1868	1/2" Steel 2-Screw Flex Conn	16.00	4.45	E	71.20	0.26	E	4.16
1869	3/4" Steel 2-Screw Flex Conn	2.00	7.74	E	15.48	0.35	E	0.70
2339	3/4" 1-Hole Strap	19.00	48.21	C	9.16	4.00	C	0.76
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	10.00	5.95	E	59.50	0.30	E	3.00
2582	1G Gangable Old Work (Cut-in) Switch Box	1.00	4324.80	C	43.25	0.80	E	0.80
2660	#12 THHN CU Stranded Wire	825.00	198.88	M	164.18	6.00	M	4.95
4409	#14-12-10 Wire Termination Labor	49.00	0.00	E	0.00	0.18	E	8.82
4879	IV Auto Wall Switch Occupancy Sensor (WS-120/277-I	1.00	0.00	E	0.00	0.40	E	0.40
4973	1G SS Decora/GFI Plate	1.00	495.64	C	4.96	0.20	E	0.20
5079	4" Square Flat Blank Cover	10.00	552.58	C	55.26	0.12	E	1.20
5178	L.E.D. 2'x4' Lay-In	8.00	0.00	1	0.00	1.00	E	8.00
T0001	Demo (3) Type "A" Fixtures	3.00	0.00		0.00	1.00	E	3.00
T0002	Fixture Quote	1.00	2153.00		2153.00	0.00		0.00
					3043.73			55.54

Change Order Summary	
Material Total	$3,043.73
Material Subtotal	$3,043.73
Electrician Hours	27.77
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	27.77
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$2,634.82***
Consumables (6% of material)	*$182.62*
Project Management (5% of labor)	*$131.74*
Safety ($0.50 per Labor hour)	*$27.77*
Equipment	*$250.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$592.13***
Total Costs Subtotal	$6,270.68
Overhead & Profit (15%)	$940.60
Bond (3%)	$216.34
CHANGE ORDER TOTAL	**$7,428**

ELLIOTT ELECTRIC SUPPLY

"We Deliver... Lower Cost, Quality Products and Personal Service"

QUOTATION

JOB:	WILCO ANNEX	TO:	DOYLE ELECTRIC
DATE:	7/2/2020	ATTN:	TRAVIS
BY:	ROBYN PACKARD	QUOTE #	

Qty.	Type	Description	Unit Price	Extended Price
				$0.00
7	C	2VTL4 40L ADP EZ1 LP835	$236.00	$1,652.00
1	C1	2VTL4 40L ADP EZ1 EL14L LP835		$446.00
1	$V	WSX PDT SA WH		$55.00
				$0.00
				$0.00
				$0.00
NOTES	TAX NOT INCLUDED		**TOTAL PRICE**	$2,153.00

PRICING BASED ON MATERIAL LISTED AND OR INCLUDED / ATTACHED BILLS OF MATERIAL.
ANY CHANGES TO THE ABOVE OR ATTACHED BILLS OF MATERIAL WILL REQUIRE A REQUOTE.
PRICING IS GOOD FOR 30 DAYS UNLESS NOTED OTHERWISE.
SPARES NOT INCLUDED UNLESS NOTED OTHERWISE

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Thomas Morrill
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: (210) 328-0193
FAX: blank

DATE: June 24, 2020

JOB NAME: Wilco Inner Loop Radio Annex

JOB NUMBER: TX7290 -13

Description: Add Grid and Tile to open office 602 and closet

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
see attached			$ -	$ 724.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 724.00
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
see attached				$ 845.50
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 845.50
			Subtotal	$ 1,569.50
		OH&P	15.00%	$ 235.43
			TOTAL AMOUNT OF CHANGE:	**$ 1,805**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Thomas Morrill Date

SUBMITTED BY:

Jeremy Riddle June 24, 2020 Date

Revised: 9/17/2004

OFFICE
243
C-08
C-01
C-05
C-03
C-15
MECH.
805
RECEPTION
807
CONFERENCE
611
OFFICE
610
OPEN
OFFICE
601
1 - C-05 new 2 x 4 Ceiling tile - 510 SF
VESTIBULE
228
C-05
MEN
605
WOMEN
606
OPEN
OFFICE
602
OFFICE
713
OFFICE
712
C-06
TYP.
C-02
TYP.
CONF.
227
10' - 0" A.F.F.
10' - 0" A.F.F.
9' - 6" A.F.F.
9' - 6" A.F.F.
12' - 0" A.F.F.
KITCHEN
609
WORK
STATION
701
WORK
STATION
702
WORK
STATION
703
WORK
STATION
704
OPEN
WORK
AREA
226
12' - 0" A.F.F.
CORRIDOR
608
CORRIDOR
705
C-10
ELECT.
604
OFFICE
606
OFFICE
711
OFFICE
710
OFFICE
709
OFFICE
708
OFFICE
707
REFER: 1 / A3.02

Section Markup

Wilco Inner Loop Anex/Radio Shop

Office 602 Grid and Tile Add

Bid No. 11

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**723.83**		**748.13**		**0.00**		**0.00**		**0.00**		**1,471.96**
Stock		0.00		15.59		–		–		–		15.59
Cleanup		0.00		15.59		–		–		–		15.59
Supervision		–		54.55		–		–		–		54.55
Sub Totals		**723.83**		**833.85**		**0.00**		**0.00**		**0.00**		**1,557.68**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	0.00%	0.00	1.40%	11.66	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.75%	11.66
PerDiem		–		0.00		–		–		–		0.00
Sub Total		**723.83**		**845.52**		**0.00**		**0.00**		**0.00**		**1,569.35**
Overhead	15.00%	108.57	16.69%	126.83	0.00%	0.00	0.00%	0.00	0.00%	0.00	15.00%	235.40
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		**832.40**		**972.34**		**0.00**		**0.00**		**0.00**		**1,804.75**

Grand Total: **1,804.75**

ACTION
FIRE PROS

200 Sharron Drive
Woodway, TX 76712
Phone: 254-235-8300
Fax: 254-235-8311
www.actionfirepros.com

PROPOSAL

DATE: June 17, 2020

PROPOSAL NO.: 19-CJ-1815-CO#4

PROPOSAL SUBMITTED TO:
Vaughn Construction
6604 N. Lamar
Austin, TX 78752
ATTN: Thomas Morrill
TEL: 512-318-1332
EMAIL: TMorrill@vaughnconstruction.com

WORK TO BE PERFORMED AT:
Willco Annex Building-**RFI #83**
301 SE Inner Loop
Georgetown, TX 78626

We hereby propose to furnish all the material and perform all the labor necessary for the completion of the following:

Install heads in new lay in ceiling office 602

PRICE INCLUDES: LABOR, MATERIAL, LIFT

PRICE EXCLUDES: SALES TAX, OVERTIME, PLANS, PERMIT, CENTERING OF FIRE SPRINKLER HEADS IN CEILING TILES, AND FIRE ALARM WORK

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **($1560.00)**

PAYMENT TERMS ARE NET 30 DAYS WITH APPROVED CREDIT
PRICING VALID FOR (90) DAYS FROM DATE OF QUOTATION

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on the above work is to be taken out by ACTION AUTOMATIC SPRINKLER, INC dba ACTION FIRE PROS.

Respectfully Submitted,

Jamie Peters

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICE, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

_____
Print name

_____ _____
Signature Date

HVAC Change Order Proposal

Hill Country Pro HVAC

GEMINI MECHANICAL

18 Indian Meadow Round Rock, Texas 78664 (512)244-3436 office (512) 244-3498 fax
TACLB00028659E

General Contractor: Vaughn **July 7, 2020**
Attn: Shawn Baggett

Re: ASI #4 / RFI-90

We base our quotation on the following bid documents:

Plans Dated: 6/24/2020
Mechanical sheets: M2.01

Scope of Work: **Rooms 602, 712, 713 Only**

1. Furnish and install (5) Type S1 supply air devices (lead time 2 weeks)
2. Furnish and install (1) Return air grille in room 602.
3. Round sheetmetal ductwork w/ insulation to new air devices.
4. Air Balance by NEBB certified contractor.
5. 1-year labor warranty
6. Prevailing wages

Exclusions:

1. Sales tax, overtime.
2. Return grilles for 712, and 713. Per engineer it is suggested these are not needed if the doors are undercut at least 3/4 ".
3. Transfer return ductwork. (None shown on revision)

HVAC Change Order Price: ***$3002.00***

Austin Adair

Office Phone: (512) 244-3436 #213 / Mobile: (512) 999-8338
Email: *AADAIR@GEMINIMECH.COM*

Commissioners Court - Regular Session **59.**

Meeting Date: 09/01/2020

1904-311 Limestone Terrace Change Order No. 4

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $-580.50 for Limestone Terrace (ProDirt Services), a Road & Bridge project in Commissioner Pct. 3.
P: 481 Source: Road & Bridge

Background

This Change Order provides a correction to the final balancing for the overrun/underrun of Contract quantities on the Limestone and Condra portions of the project. The price of the concrete pavement item was incorrect.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1904-311 Limestone Terrace Change Order No. 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:33 AM
Form Started By: Dawn Haggard		Started On: 08/19/2020 10:00 AM
Final Approval Date: 08/27/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Pro Dirt Services, LLC

2. Change Order Work Limits: Sta. 100+00 to Sta. 111+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 3M (3 Max. - In order of importance - Primary first)

Project:	***1904-311***
Roadway:	***Limestone Terrace***
CSJ Number:	

5. Describe the work being revised:

3M: County Convenience. Other. This Change Order provides a correction to the final balancing for the overrun/underrun of Contract quantities on the Limestone Terrace and Condra Lane portions of the project. The price of the concrete pavement item was incorrect.

6. Work to be performed in accordance with Items: N/A

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8/18/20

By

Typed/Printed Name Tony Dill

Typed/Printed Title President

The following information must be provided 0

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($580.50)**

RECOMMENDED FOR EXECUTION:

P.E. 8/18/20

Project Manager Date

N/A

Design Engineer Date

APPROVED

By Robert B. Daigh at 8:48 am, Aug 19, 2020

Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date

☐ APPROVED

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *1904-311*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	$63.50	5552.00	$352,552.00	387.00	5939.00	$ 377,126.50	$24,574.50
0360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	$65.00	5939.00	$386,035.00	-387.00	5552.00	$ 360,880.00	($25,155.00)
TOTALS					$ 738,587.00			$ 738,006.50	$ (580.50)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Limestone Terrace & Condra Lane Improvements
Williamson County Project No. 1904-311

Change Order No. 4

Reason for Change

This Change Order provides a correction to the final balancing for the overrun/underrun of Contract quantities on the Limestone Terrace and Condra Lane portions of the project. The price of the concrete pavement item was incorrect.

This Change Order results in a net decrease of $580.50 to the Contract amount, for an adjusted Contract total of $1,029,618.40. The original Contract amount was $1,060,707.70. As a result of this and all Change Orders to-date, $31,089.30 has been deducted from the Contract, resulting in a 2.93% net decrease in the Contract cost. No additional days will be added to the Contract.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **60.**

Meeting Date: 09/01/2020

1807-252 San Gabriel Ranch Road Change Order No. 6

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $-20,693.24 for San Gabriel Ranch Road (A Greater Austin Development), a Road & Bridge project in Commissioner Pct. 2.
P: 439 Funding: Road & Bridge

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities for work on the project paid for by the County as a result of addressing field conditions not accounted for in the original plans. This project experienced greater than normal precipitation before and during construction which created a steady flow of water into the work area. It took longer than anticipated to drain the lake to the required level before critical activities could begin, such as channel excavation and bridge construction. The project also encountered underground water during channel excavation and the Engineer had to adjust the channel profile to address this issue. According to the daily records, 25 days were charged during these periods of time and the County agreed to credit those days back to the contract. Despite the time added to the contract, the Contractor exceeded the allowable number of working days on the contract which resulted in being charged 34 days of liquidated damages.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1807-252 San Gabriel Ranch Road Change Order No 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:30 AM
Form Started By: Dawn Haggard		Started On: 08/25/2020 10:35 AM
Final Approval Date: 08/27/2020		

Received

AUG 25 2020

MHTB Corporation
Round Rock

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project:	*1807-252*
Roadway:	*San Gabriel Ranch Road*
CSJ Number:	

1. CONTRACTOR: A Greater Austin Development

2. Change Order Work Limits: Sta. 0+12.64 to Sta. 5+91

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities for work on the project paid for by the County as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: N/A

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8/24/2020

By

Typed/Printed Name Lana Shockley

Typed/Printed Title Controller

The following information must be provided

Time Ext. #: 1 Days added on this CO: 25

Amount added by this change order: ($20,693.24)

RECOMMENDED FOR EXECUTION:

Project Manager Date 8/25/20

N/A
Design Engineer Date

Program Manager Date 8/25/2020

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6 ***Project # 1807-252***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
526-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$24.00	210.00	$ 5,040.00	-52.50	157.50	$ 3,780.00	$ (1,260.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$6.70	210.00	$ 1,407.00	-52.50	157.50	$ 1,055.25	$ (351.75)
506-6038	TEMP SEDMT CONTROL FENCE (INSTALL)	L	$2.50	645.00	$ 1,612.50	-595.00	50.00	$ 125.00	$ (1,487.50)
506-6039	TEMP SEDMT CONTROL FENCE (IREMOVE)	LF	$0.56	645.00	$ 361.20	-595.00	50.00	$ 28.00	$ (333.20)
RB003	COIR MAT-EROSION CONTROL	SY	$4.90	1400.00	$ 6,860.00	-200.00	1200.00	$ 5,880.00	$ (980.00)
166-6001	FERTILIZER	AC	$220.00	1.50	$ 330.00	0.19	1.69	$ 371.80	$ 41.80
164-6003	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	$0.13	6900.00	$ 897.00	1314.13	8214.13	$ 1,067.84	$ 170.84
169-6004	SOIL RETENTION BLANKETS (CL 1)(TY D)	SY	$1.30	5500.00	$ 7,150.00	-733.85	4766.15	$ 6,196.00	$ (954.01)
340-6122	D-GR HMA (SQ) TY-D PG70-22	TON	$180.00	218.00	$ 39,240.00	9.75	227.75	$ 40,995.00	$ 1,755.00
310-6027	PRIME COAT *(MC-30 OR AE-P)	GAL	$5.60	227.00	$ 1,271.20	-18.00	209.00	$ 1,170.40	$ (100.80)
422-6013	BRIDGE SIDEWALK	SF	$16.00	980.00	$ 15,680.00	442.00	1422.00	$ 22,752.00	$ 7,072.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	$30.50	95.00	$ 2,897.50	-38.75	56.25	$ 1,715.63	$ (1,181.88)
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EA	$2,800.00	2.00	$ 5,600.00	-1.00	1.00	$ 2,800.00	$ (2,800.00)
540-6014	SHORT RADIUS	LF	$48.00	31.00	$ 1,488.00	-18.50	12.50	$ 600.00	$ (888.00)
540-6005	TERMINAL AMCHOR SECTION	EA	$760.00	4.00	$ 3,040.00	-3.00	1.00	$ 760.00	$ (2,280.00)
432-6046	RIPRAP (MOW STRIP)(5 IN)	CY	$640.00	18.00	$ 11,520.00	-7.90	10.10	$ 6,464.00	$ (5,056.00)
530-6005	DRIVEWAYS (ACP)	SY	$73.00	116.00	$ 8,468.00	-76.80	39.20	$ 2,861.60	$ (5,606.40)
247-6064	FL BS (CMP IN PLC)(TY A GR 4)(6") - LIME TREATMENT SUBSTITUTION	SY	$6.00	1261.00	$ 7,566.00	93.30	1354.30	$ 8,125.80	$ 559.80
999-WC05	UPGRADE SGT TO TXDOT 2018 STANDARD FOR CRASH WORTHINESS - MATERIAL COST DIFFERERENCE	EA	$213.15	2.00	$ 426.30	-1.00	1.00	$ 213.15	$ (213.15)
WC-9019	LIQUIDATED DAMAGES (CHARGED ON COVER PAGE OF FINAL PAY APP)	DAY	-$200.00	0.00	$ -	34.00	34.00	$ (6,800.00)	$ (6,800.00)
TOTALS					$ 120,854.70			$ 100,161.46	$ (20,693.24)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

San Gabriel Ranch Road Bridge
Williamson County Project No. 1807-252

Change Order No. 6

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities for work on the project paid for by the County as a result of addressing field conditions not accounted for in the original plans. The underrun/overrun of Contract quantities for utility work paid for by Aqua Water Supply Corporation on the project are captured in the previous Change Order 5.

This project experienced greater than normal precipitation before and during construction which created a steady flow of water into the work area. It took longer than anticipated to drain the lake to the required level before critical activities could begin, such as channel excavation and bridge construction. The project also encountered underground water during channel excavation and the Engineer had to adjust the channel profile to address this issue. According to the daily records, 25 days were charged during these periods of time and the County agreed to credit those days back to the contract. Despite the time added to the contract, the Contractor exceeded the allowable number of working days on the contract which resulted in being charged 34 days of liquidated damages.

Following is a summary of the new items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
WC-9019	LIQUIDATED DAMAGES (CHARGED ON COVER PAGE OF FINAL PAY APPLICATION)	34.00	DAYS

This Change Order results in a decrease of $20,693.24 to the Contract amount, for an adjusted Contract total of $1,439,233.03. The original Contract amount was $1,425,301.90. Because of this and all other Change Orders, $13,931.13 has been added to the Contract, resulting in a 0.98% net increase in the Contract cost. Twenty-five (25) days will be added to the Contract as a result of this Change Order. To date a total of twenty-five (25) days have been added to be the contract.

HNTB Corporation
James Klotz, P.E.

Feng Chen

From: James Klotz
Sent: Thursday, June 4, 2020 12:37 PM
To: Feng Chen
Cc: Clayton Weber; 62811_1807-252_SanGabrielRiverRanch
Subject: RE: 1807-252 San Gabriel Ranch Road Bridge Contract Time

I agree

James Klotz, P.E.
Sr. Project Manager
Tel (512)527-6721 Cell (512)745-3670 E-mail jklotz@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd.; Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: Feng Chen <fechen@HNTB.com>
Sent: Thursday, June 4, 2020 10:59 AM
To: James Klotz <jklotz@HNTB.com>
Cc: Clayton Weber <cweber@HNTB.com>; 62811_1807-252_SanGabrielRiverRanch <62811_1807-252_SanGabrielRiverRanch@HNTB.com>
Subject: 1807-252 San Gabriel Ranch Road Bridge Contract Time

James,

To follow up with last Friday's discussion about the time credit on San Gabriel project, below is what I come up with by looking into our daily records. In total we can credit 25 days back to Greater Austin. They will end up being 34 days over on the contract time. If you are ok with it, I will send to Greater Austin.

AT&T line was cleared on 3/5/2019 before time charge started. No impact on time charge.

Time Charge started on 4/1/2019, dam was breached on 4/3/2019 (early morning). We can credit 2 days.

Underground water issue during channel excavation, Ranger demobilized on 7/26/2019 and remobilized on 8/28/2019. We charged 23 days and can credit all back to them.

Feng Chen, P.E.
Williamson County Road Bond Program
Cell (210) 569-3424 **Email** fechen@hntb.com
HNTB CORPORATION
101 E Old Settlers Blvd. Suite 100, Round Rock, TX 78664 | www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

Twitter | LinkedIn | Facebook | Instagram

Commissioners Court - Regular Session **61.**

Meeting Date: 09/01/2020

Hail Damage PO Ratification

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying Blanket PO #175336 for hail damage repair to Williamson County vehicles in the amount of $100,000.

Background

This PO was considered an emergency to expedite the repair of vehicles that had experienced hail damage. Waiting to issue this PO after court approval would not allow enough time to get repairs completed before the end of the fiscal year on an already exempt service: vehicle repairs. This PO covers repairs for units DA1525, DB2009, DB1919, SB1929, SA1878, SA1881, SB1990, SB1989, SB1964, SB1987, BB1852, GB1753, SB1870, AB2059. This expenditure was charged to 01.0882.0882.003524. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

P:O 175336

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:28 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:32 AM
Form Started By: Erica Smith		Started On: 08/25/2020 01:21 PM
Final Approval Date: 08/27/2020		

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **175336**
Date:08/20/2020
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
CERTIFIED NATIONAL HAIL TEAM LLC
2209 WOODLANDS CIR
MIDLOTHIAN TX 76065

Requested By: Stevens, Mark J

Delivery Date:

Ship to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
Georgetown, TX 78626

Bill to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
Georgetown, TX 78626

Description	Price	Per	Amount
1: Hail damage repair - DA1525,DB2009,DB1919,SB1929,SA1878,SA1881,SB 1990,SB1989,SB1964,SB1987,BB1852,GB1753,SB187 0,AB2059 ***PLEASE**** Send a copy of all invoices to: fleetaccounting@wilco.org***	1.00	100000 Each	100,000.00

Supplier Item:

Notes to Supplier:

Total **100,000.00**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at www.wilco.org/purchasing.
Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

Williamson County Purchase Orders 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 quasi-contractual 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 Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Authorized By: Brenda Fuller

Commissioners Court - Regular Session **62.**

Meeting Date: 09/01/2020

1806-242 Flex Base Materials - renewal 2 with Industrial Asphalt, LLC and Vulcan Construction Materials

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Flex Base Materials Contract #1806-242, renewal period 2, for the same pricing, terms and conditions as the existing contract that was awarded to Industrial Asphalt, LLC as the primary vendor, and Vulcan Constructions Materials as the secondary vendor for the term of September 12, 2020 - September 11, 2021 and authorizing execution of the renewal agreements.

Background

This contract renewal is for the Road and Bridge (R&B) Department. The department point of contact is Jeff Ivey. A Vendor Performance Report was submitted stating all county requirements had been met and contract renewal was requested. This expenditure was approved in FY2020 budget and in the FY2021 budget. The funding source: Base & Stabilizer 01.0200.0210.003551.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2 Industrial Asphalt

Renewal 2 Vulcan Construction

Renewal 1 Industrial Asphalt

Renewal 1 Vulcan Construction

Pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:52 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:16 AM
Form Started By: Dianne West		Started On: 08/25/2020 02:15 PM
Final Approval Date: 08/27/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Industrial Asphalt, LLC		
Vendor Address:	9020 N Capital of TX HWY, Bldg II, Ste 250, Austin, TX 78759		
Purpose/Intended Use of Product or Service (summary):			
Flex Base Materials			
P.O./Contract Number:	1806-242	**Effective Date:**	09/12/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2021
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	September 12, 2020 – September 11, 2021
Renewal Option Period 1	September 12, 2019 – September 11, 2020
Initial Contract Period	September 12, 2018 – September 11, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Industrial Asphalt, LLC.

Name Robert Sutton

Title Sales Manager

Signature [signature]

Date 08/13/2020

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials LP		
Vendor Address:	800 Isom Road, Ste. 300, San Antonio, Texas 78216		
Purpose/Intended Use of Product or Service (summary):			
Flex Base Materials			
P.O./Contract Number:	1806-242	**Effective Date:**	09/12/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2021
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	September 12, 2020 – September 11, 2021
Renewal Option Period 1	September 12, 2019 – September 11, 2020
Initial Contract Period	September 12, 2018 – September 11, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials LLC

Name Michelle Webber

Title Sales Coor.

Signature Michelle Webber

Date 8-17-2020

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Industrial Asphalt, LLC		
Vendor Address:	9020 N Capital of TX HWY, Bldg II, Ste 250, Austin, TX 78759		
Purpose/Intended Use of Product or Service (summary):			
Flex Base Materials			
P.O./Contract Number:	1806-242	**Effective Date:**	09/12/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2020
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 12, 2019 – September 11, 2020
Initial Contract Period	September 12, 2018 – September 11, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Industrial Asphalt, LLC

Name Robert Sutton

Title Sales Manager

Signature

Date 08/26/2019

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature

Date 9/10/19

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials LP		
Vendor Address:	800 Isom Road, Ste. 300, San Antonio, Texas 78216		
Purpose/Intended Use of Product or Service (summary):			
Flex Base Materials			
P.O./Contract Number:	1806-242	**Effective Date:**	09/12/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2020
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 12, 2019 – September 11, 2020
Initial Contract Period	September 12, 2018 – September 11, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials LLC

Name Jeff Harris

Title Commercial Excellence Director

Signature _____

Date 8-22-19

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature _____

Date 9/10/19

Bid Tabulation Packet
for
Solicitation 1806-242

Flex Base

Bid Designation: Public

Williamson County, Texas

Bid #1806-242 - Flex Base

Creation Date	**Jun 25, 2018**	End Date	**Aug 1, 2018 3:00:00 PM CDT**
Start Date	**Jul 10, 2018 2:30:42 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-242-01-01 Add items to this line.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Vulcan Construction Materials LP	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** 27751 **Supplier Notes:**			
Industrial Asphalt & Aggregate **[Ad]**	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Vulcan Construction Materials LP $0.00

Bid Contact **Michelle Weber**
benavideso@vmcmail.com
Ph 210-524-3519
Fax 210-524-3555

Address **PO Box 791550**
San Antonio, TX 78279

Agency Notes:

Supplier Notes:

Head Attch:

f Industrial Asphalt & Aggregate **[Ad]** $0.00

Bid Contact **Robert Sutton**
padraic.dillon@austinmaterials.com
Ph 817-403-7146

Address **9020 Capital of Texas Highway**
Building II, Suite 250
Austin, UT 84003

Agency Notes:

Supplier Notes:

Head Attch:

**

Vulcan Construction Materials LP

Bid Contact **Michelle Weber**
benavideso@vmcmail.com
Ph 210-524-3519
Fax 210-524-3555

Address **PO Box 791550**
San Antonio, TX 78279

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-242-01-01	Add items to this line.	**Supplier Product Code:** 27751	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Vulcan Construction Materials LP

Item: **Add items to this line.**

Attachments

Bid 1806-242 Flex Base Price Sheet, Form 1295.pdf

WILLIAMSON COUNTY BID FORM

FLEX BASE

NAME OF BIDDER: Vulcan Construction Materials LLC

Mailing Address: P.O. Box 791550

City: San Antonio State: Tx Zip: 78279

Email Address: Vaughnkm@vmcmail.com

Telephone: 210) 524-3577 Fax: (210) 524-3555

Mobile Phone: 214) 534-6033

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	240,000	TON	$10.00
2	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	NO BID
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	$10.00

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: 7-30-18

Printed Name and Title of Signer: Kevin Vaughn, Mgr. Sales Services

Williamson County, Texas

BidSync

8/1/2018

WILLIAMSON COUNTY BID FORM

FLEX BASE

NAME OF BIDDER: Industrial Asphalt, LLC.

Mailing Address: 9020 N. Capital of TX Hwy Bldg II Ste 250

City: Austin State: Texas Zip: 78759

Email Address: Robert.Sutton@austinmaterials.com

Telephone: (817)-403-7146 Fax: (_____) _____ _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	240,000	TON	$6.25
2	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	$6.75
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	$6.75

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Robert Sutton
Signature of Person Authorized to Sign Bid

Date of Bid: 08/01/2018

Printed Name and Title of Signer: Robert Sutton Sales Manager

Commissioners Court - Regular Session **63.**

Meeting Date: 09/01/2020

1806-237 Metal Beam Guard Fence In Place - renewal 2 with RHB Construction

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Metal Beam Guard Fence Contract #1806-237, renewal period 2, for the same pricing, terms and conditions as the existing contract for the term of September 8, 2020 – September 7, 2021, with RHB Construction and authorizing execution of the renewal agreement.

Background

This contract renewal is for the Road and Bridge (R&B) Department. The department point of contact is Kon Kwan. A Vendor Performance Report (VPR) was submitted that reflected the vendor met our requirements on this contract and requested to renew. This expenditure was approved in FY2020 budget and in FY2021 budget. The funding source is 01.0200.0210.003599 Road Construction Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1806-237 Metal Beam Guard Fence In Place - renewal 2 with RHB Construction

1806-237 Metal Beam Guard Fence In Place - renewal 1

Work Plan MBGF In Place FY20 - renewal 1

Pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:53 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:20 AM
Form Started By: Dianne West		Started On: 08/25/2020 03:28 PM
Final Approval Date: 08/27/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Metal Beam Guard Fence In Place			
P.O./Contract Number:	1806-237	**Effective Date:**	09/08/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/07/2021
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	September 08, 2020 – September 07, 2021
Renewal Option Period 1	September 08, 2019 – September 07, 2020
Initial Contract Period	September 08, 2018 – September 07, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature

Date 08-08-20

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature

Date

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Metal Beam Guard Fence In Place			
P.O./Contract Number:	1806-237	**Effective Date:**	09/08/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/07/2020
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of the addition of the FY20 scope of work for this renewal period, as provided by the requesting Road and Bridge user department entitled, "Work Plan MBGF In Place FY20" that is attached for reference.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 08, 2019 – September 07, 2020
Initial Contract Period	September 08, 2018 – September 07, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature

Date 08-28-2019.

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature

Date 9/10/19

Work Plan FY 20
Metal Beam Guard Fence

1. New MBGF to be installed

County Roads

CR 463
CR 426
CR 331
CR 454

2. On-Call services for replacing unforeseen damaged MBGF

All county roads including, but not limited to, the following high ADT county roads:

Chandler Road
Ronald Reagan Blvd.
Limmer Loop
McNeil Road
Williams Drive

Bid Tabulation Packet
for
Solicitation 1806-237

Metal Beam Guard Fence In Place

Bid Designation: Public

Williamson County, Texas

Bid #1806-237 - Metal Beam Guard Fence In Place

Creation Date	**Jun 14, 2018**	End Date	**Jul 18, 2018 3:30:00 PM CDT**
Start Date	**Jun 26, 2018 1:20:31 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-237--01-01 Please add all items to this line.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
RHB	First Offer - $279,470.00	1 / each	$279,470.00	Y	Y

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

f RHB $279,470.00

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Bid Bond (Status: Authorized on Jul 10, 2018)

Agency Notes:

Supplier Notes:

Head Attch:

**

RHB

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Bid Bond (Status: Authorized on Jul 10, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1806-237--01-01	Please add all items to this line.	**Supplier Product Code:**	**First Offer -** $279,470.00	1 / each	**$279,470.00**	**Y**	**Y**

Supplier Total **$279,470.00**

MBGF In Place - Bid Items Williamson County, Texas					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
500 6001	MOBILIZATION	LS	1	2,500.00	2,500.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	2,200	33.45	73,590.00
540 6002	MTL W-BEAM GD FEN (STEEL POST)	LF	100	38.00	3,800.00
540 6005	TERMINAL ANCHOR SECTION	EA	2	650.00	1,300.00
540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	8	500.00	4,000.00
540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	2	500.00	1,000.00
540 6008	MTL BEAM GD FEN TRANS (T101)	EA	2	500.00	1,000.00
540 2015	MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	100	50.00	5,000.00
540 2022	MTL W-BEAM GD FEN(STL POST)RADIUS RAIL	LF	100	30.00	3,000.00
540 2023	RADIAL TERMINAL ANCHOR SECTION (DRWY)	EA	2	500.00	1,000.00
540 6015	DRIVEWAY TERMINAL ANCHOR SECTION	EA	2	500.00	1,000.00
540 6014	SHORT RADIUS	LF	100	20.00	2,000.00
542 6001	REMOVING METAL BEAM GUARD FENCE	LF	1,200	3.75	4,500.00
542 6002	REMOVING TERMINAL ANCHOR SECTION	EA	8	160.00	1,280.00
542 6004	RM MTL BM GD FEN TRANS (THRIE-BEAM)	EA	8	25.00	200.00
542 2004	REMOVING MTL BM GD FEN TRANS (TL2)	LF	2	25.00	50.00

MBGF In Place - Bid Items Williamson County, Texas					
542 6005	RM MTL BM GD FENCE TRANS (T101)	EA	2	150.00	300.00
544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	42	3,975.00	166,950.00
544 6003	GUARDRAIL END TREATMENT (REMOVE)	EA	14	500.00	7,000.00
				TOTAL	279,470.00

Commissioners Court - Regular Session **64.**

Meeting Date: 09/01/2020

Authorize issuing T1740 IFB Corridor H – Sam Bass Rd Traffic Signal Improvements

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 Corridor H – Sam Bass Rd Traffic Signal Improvements under IFB #T1740. Funding source P462

Background

Williamson County is seeking qualified contractors for the construction of traffic signals, signing and pavement markings at two intersections on Sam Bass Road at Great Oaks Drive and Walsh Ranch Blvd. Pat Womack- HNTB is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:01 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:06 AM

Form Started By: Johnny Grimaldo Started On: 08/26/2020 02:44 PM

Final Approval Date: 08/27/2020

Commissioners Court - Regular Session **65.**

Meeting Date: 09/01/2020

Authorize issuing T1746 IFB Southeast Loop at Lakeside - Phase 1 Demo

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 Southeast Loop at Lakeside - Phase 1 Demo under IFB #T1746. Funding source project P463

Background

This contract is for the demolition of a pool and structures at 131 Estate Cove, 100 Little Lake Road, 101 Dana Drive, and 105 Dana Drive in Hutto, TX, 78634. The work will also include installation of a new access gate for construction equipment and fencing to enclose properties post-demolition. Kimberly Scherer - HNTB is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:00 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:06 AM
Form Started By: Johnny Grimaldo		Started On: 08/26/2020 02:46 PM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **66.**

Meeting Date: 09/01/2020

Advertisement Approval T1707 Hauling

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, 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 Hauling under IFB #T1707.

Background

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges. Department point of contact is James Williams. Funding source 01.0200.0210.003544 & 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 09:58 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:06 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 08:58 AM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **67.**

Meeting Date: 09/01/2020

Replat of Lot 9 Block A Teravista Com 24 subdivision - Pct 3

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 9 Block A Teravista Com 24 subdivision - Precinct 3.

Background

This replat will subdivide the existing Lot 9, Block A of the Teravista Com 24 subdivision into 2 commercial lots and no new public roads.

Timeline

2020-05-07 – initial submittal of complete replat application
2020-06-05 – 1st review complete with comments
2020-07-23 – 2nd submittal of replat
2020-08-06 – 2nd review complete with minor comments
2020-08-11 – 3rd submittal of replat
2020-08-11 – 3rd review complete with comments cleared
2020-08-20 – receipt of replat with signatures
2020-08-27 – replat placed on the September 1, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

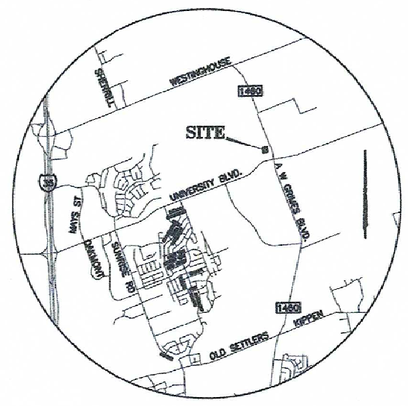
Attachments

replat - Teravista Sec 24, Lot 9

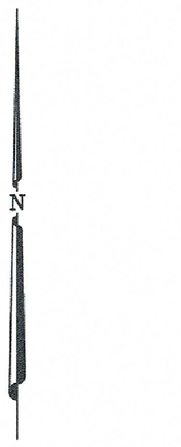
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:05 AM
Form Started By: Adam Boatright		Started On: 08/13/2020 10:52 AM
Final Approval Date: 08/27/2020		

REPLAT OF
LOT 9, BLOCK A, TERAVISTA COM 24
BEING A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24



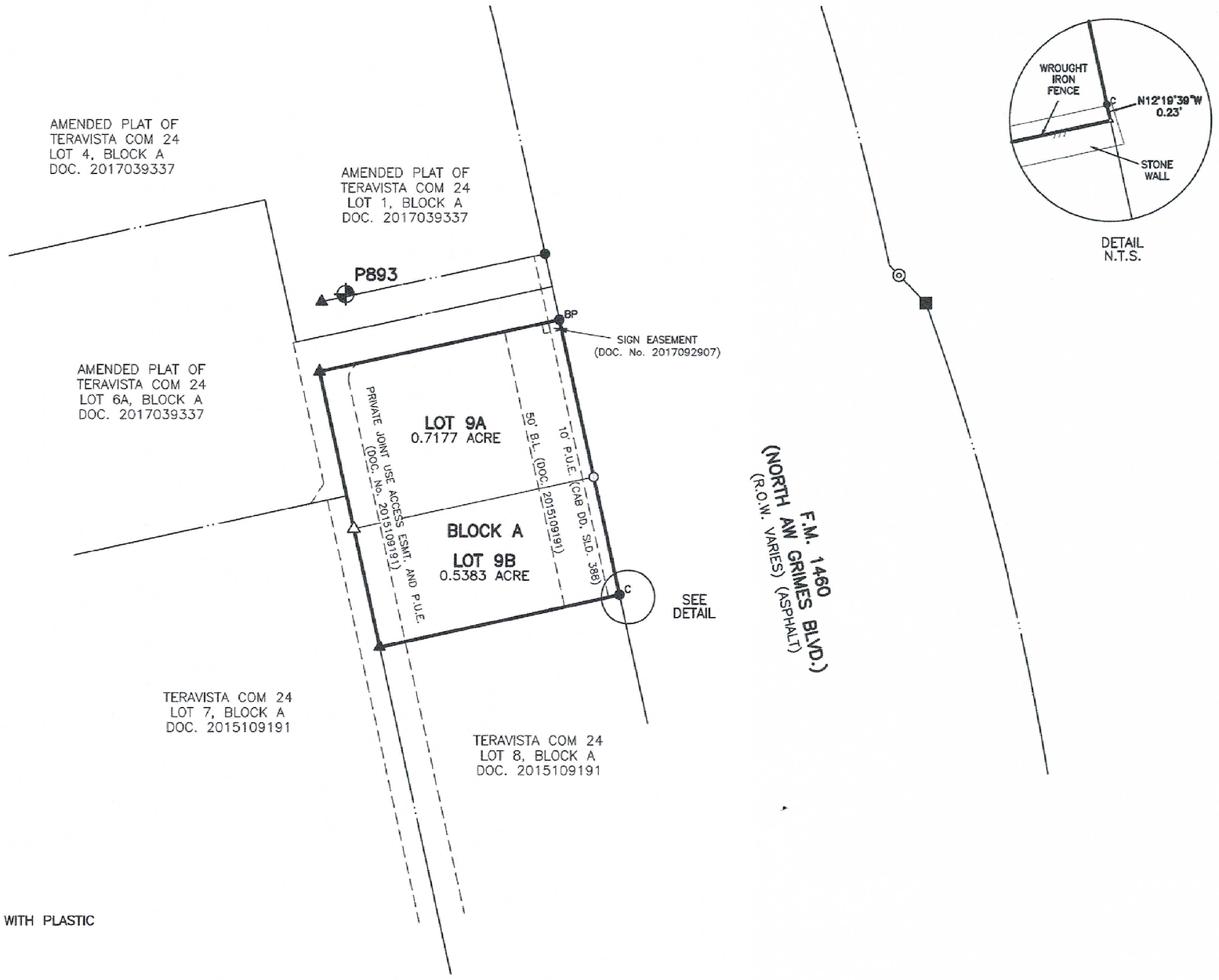
LOCATION MAP
NOT TO SCALE



SCALE: 1" = 100'

GRAPHIC SCALE

100 50 0 100



DETAIL
N.T.S.

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
●BP	1/2" REBAR WITH "BURY PARTNERS" CAP FOUND
●C	1/2" REBAR WITH "CUPLIN" CAP FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
▲	MAG NAIL FOUND
◎	TxDOT TYPE II DISK FOUND
■	CONCRETE HIGHWAY MONUMENT FOUND
△	MAG NAIL WITH "CHAPARRAL" WASHER SET
▵	CALCULATED POINT
⊕	CONTROL POINT/BENCHMARK LOCATION
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
A.E.	ACCESS EASEMENT
( )	RECORD INFORMATION

GENERAL NOTES:

1. ALL PLAT BOUNDARY CORNERS ARE STAKED WITH 1/2–INCH IRON RODS WITH PLASTIC CAPS STAMPED "CHAPARRAL" UNLESS OTHERWISE INDICATED.
2. GAS SERVICE WILL BE PROVIDED BY ATMOS ENERGY.
3. ELECTRIC SERVICE WILL BE PROVIDED BY ONCOR.
4. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER TRANSITION ZONE.
5. WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY WILLIAMSON COUNTY M.U.D. No. 11.
6. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE IN TERMS OF NAD 83 DATUM EXPRESSED IN U.S. SURVEY FEET. SURFACE DISTANCES SHOWN HEREON MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED FACTOR OF 0.999880014.
7. 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.
8. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF TERAVISTA SECTION 24, AS RECORDED IN DOCUMENT No. 2007091816 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
9. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
10. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD REVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
11. DRIVEWAYS FOR LOTS 9A & 9B SHALL CONNECT ONLY TO PRIVATE JOINT USE ACCESS ESMT. AND P.U.E. AND NOT F.M. 1460.
12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF ROUND ROCK, 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.
13. ALL EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON–LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P893".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:
N 10184120.841
E 3140653.587

TEXAS STATE PLANE COORDINATES:
N 10182898.896
E 3140276.741

ELEVATION = 793.55'
VERTICAL DATUM: NAVD 88 (GEOID 18)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 0°00'00"

PATENT SURVEY: BARNEY C. LOW SURVEY, A–385

ENGINEER:

BINKLEY & BARFIELD, INC.
2401 DOUBLE CREEK DRIVE, SUITE 200
ROUND ROCK, TX 78664
TBPE FIRM NO. F–257
CONTACT: GARY JONES, P.E.

SURVEYOR:
CHAPARRAL PROFESSIONAL LAND SURVEYING. INC.
3505 MCCALL LANE
AUSTIN, TX 78744
TBPLS FIRM NO. 10124500
CONTACT: BRYAN D. NEWSOME, RPLS

REPLAT OF LOT 9, BLOCK A, TERAVISTA COM 24

OWNER: WILLOW TREE HOLDINGS, LLC
BRADY VANDERLIND, D.V.M.
P.O. BOX 1753
GEORGETOWN, TX. 78627
(702) 806–5734
bvanderlind@msn.com

SUBMITTAL DATE: May 07, 2020

PLANNING & ZONING REVIEW: _____ __, 2020

BENCHMARK INFORMATION:

BM #1 P893:
ELEVATION = 793.55'
VERTICAL DATUM: NAVD 88 (GEOID 18B)

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512–443–1724
Firm No. 10124500

PROJECT NO.: 1611–001
DRAWING NO.: 1611–001–PL
PLOT DATE: 08/07/2020
PLOT SCALE: 1"=100'
DRAWN BY: RGH

REPLAT OF
LOT 9, BLOCK A, TERAVISTA COM 24
BEING A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24

THAT WILLOW TREE HOLDINGS, LLC BEING OWNER OF LOT 9 , BLOCK A, TERAVISTA COM 24, A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24 A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015109191 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED BY DEED OF RECORD DOCUMENT NUMBER 2017117057 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISIONS OF CHAPTER 212.014 OF THE LOCAL GOVERNMENT CODE,

DO HEREBY RESUBDIVIDE 1.257 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

REPLAT OF LOT 9, BLOCK, TERAVISTA COM 24

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Brady VanderLind
AUTHORIZED REPRESENTATIVE

THE STATE OF Nevada§
COUNTY OF Clark §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19 DAY OF August, 2020, BY Brady VanderLind AS AUTHORIZED REPRESENTATIVE OF WILLOW TREE HOLDINGS, LLC. A TEXAS LIMITED LIABILITY COMPANY ON BEHALF OF SAID WILLOW TREE HOLDINGS, LLC.

Sunni Cinelli
NOTARY PUBLIC, STATE OF Nevada
PRINTED NAME: Sunni Cinelli
MY COMMISSION EXPIRES: 04/01/2024

Sunni Cinelli
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 20-9047-01
My Appt. Expires April 1, 2024

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, BRYAN D. NEWSOME, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 36, SUBDIVISIONS, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2010 EDITION AS AMENDED.

Bryan D Newsome — 07 August 2020
BRYAN D. NEWSOME. R.P.L.S. — DATE
STATE OF TEXAS NO.: 5657
CHAPARRAL PROFESSIONAL LAND SURVEYING. INC.
3500 McCALL LANE
AUSTIN, TX 78744
TBPLS FIRM NO. 10124500

STATE OF TEXAS REGISTERED BRYAN D. NEWSOME 5657 PROFESSIONAL LAND SURVEYOR

OWNER'S RESPONSIBILITIES
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.

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

I, BILL GRAVELL, Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT, A SUBDIVISION, REPLAT OF LOT 9, BLOCK, TERAVISTA COM 24, HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____
BILL GAVELL, Jr., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D. 2020 , AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____ DAY OF _____, A.D. 2020 AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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

BY: _____
DEPUTY

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.: 1611-001
DRAWING NO.: 1611-001-PL
PLOT DATE: 08/07/2020
PLOT SCALE: 1"=100'
DRAWN BY: RGH

Commissioners Court - Regular Session **68.**

Meeting Date: 09/01/2020

Final plat for the L R Williams Business Park Phase 3 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the L R Williams Business Park Phase 3 subdivision – Precinct 3.

Background

This is the final phase of the L R Williams Business Park development. This subdivision consists of 6 lots and 770 feet of new public roads. Roadway and drainage construction has been completed. An additional exhibit showing proposed reserved right-of-way is attached.

Timeline

2019-08-27 – initial submittal of the final plat
2019-09-23 – 1st review complete with comments
2020-01-15 – 2nd submittal of final plat
2020-01-30 – 2nd review complete with comments clear except for completing construction
2020-07-16 – receipt of final plat with signatures
2020-08-12 – roadway and drainage construction completed
2020-08-27 – final plat placed on the September 1, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - LR Williams Business Park

proposed reserved right-of-way

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:06 AM
Form Started By: Adam Boatright		Started On: 08/26/2020 10:36 PM
Final Approval Date: 08/27/2020		

FINAL PLAT
L.R. WILLIAMS BUSINESS PARK, PHASE III

BEING A 9.954 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 9.954 ACRE TRACT BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:
1) FIELD WORK PERFORMED ON: JULY 2019
2) HORIZONTAL DATUM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) VERTICAL DATUM: NAVD88
4) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

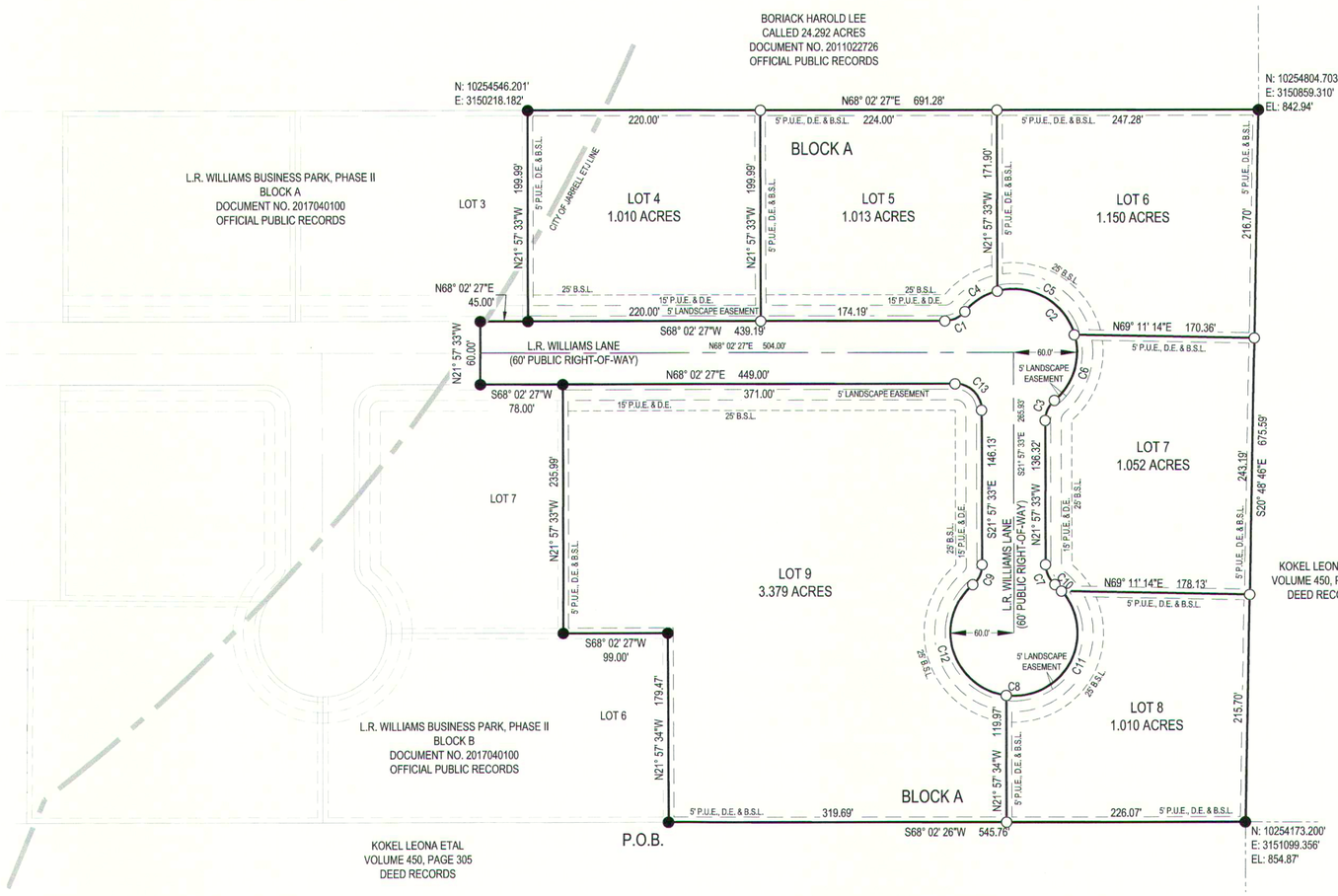
FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM, IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.00'	21.68'	49°40'47"	S43° 12' 03"W	21.00'
C2	60.00'	198.30'	189°21'34"	N66° 57' 33"W	119.60'
C3	25.00'	21.68'	49°40'47"	N02° 52' 50"E	21.00'
C4	60.00'	36.86'	35°12'08"	N35° 57' 44"E	36.29'
C5	60.00'	92.43'	88°16'03"	S82° 18' 11"E	83.56'
C6	60.00'	69.00'	65°53'23"	S05° 13' 27"E	65.26'
C7	25.00'	21.68'	49°40'47"	N46° 47' 57"W	21.00'
C8	60.00'	292.54'	279°21'34"	N68° 02' 27"E	77.65'
C9	25.00'	21.68'	49°40'47"	S02° 52' 50"W	21.00'
C10	60.00'	8.64'	8°15'09"	S67° 30' 46"E	8.63'
C11	60.00'	144.96'	138°25'29"	S05° 49' 33"W	112.19'
C12	60.00'	138.94'	132°40'56"	S38° 37' 14"E	109.91'
C13	25.00'	39.27'	90°00'00"	S66° 57' 33"E	35.36'

LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 3447" PLASTIC CAP SET
B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

LOCATION MAP: 1 =10,000'



FIELD NOTES FOR A 9.954 ACRE TRACT OF LAND:

BEING A 9.954 ACRE TRACT OF LAND, LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS; SAID 9.954 ACRE TRACT, BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 9.954 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE SOUTHEAST LINE OF SAID 24.292 ACRE "TRACT 3", A NORTHWEST LINE OF THAT TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE EASTERNMOST CORNER OF THAT CERTAIN LOT 6, BLOCK B, OF L.R. WILLIAMS BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2017040100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ACROSS SAID 24.292 ACRE "TRACT 3", WITH THE BOUNDARY LINES OF SAID L.R. BUSINESS PARK, PHASE II, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. **N 21° 57' 34" W,** A DISTANCE OF **179.47',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
2. **S 68° 02' 27" W,** A DISTANCE OF **99.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
3. **N 21° 57' 33" W,** A DISTANCE OF **235.99',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
4. **S 68° 02' 27" W,** A DISTANCE OF **78.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
5. **N 21° 57' 33" W,** A DISTANCE OF **60.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
6. **N 68° 02' 27" E,** A DISTANCE OF **45.00',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
7. **N 21° 57' 33" W,** A DISTANCE OF **199.99',** TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP LOCATED IN THE NORTHWEST LINE OF SAID 24.292 ACRE "TRACT 3", THE SOUTHEAST LINE OF THAT CALLED 24.292 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2011022726, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE NORTHERNMOST CORNER OF THAT CERTAIN LOT 3, BLOCK A, OF L.R. WILLIAMS BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2017040100, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
8. **THENCE,** WITH THE NORTHWEST LINE OF SAID 24.292 ACRE "TRACT 3", THE SOUTHEAST LINE OF SAID 24.292 ACRE TRACT RECORDED IN DOCUMENT NO. 2011022726, **N 68° 02' 27" E,** A DISTANCE OF **691.28',** TO A 1/2" IRON ROD LOCATED FOR THE NORTHERNMOST CORNER OF SAID 24.292 ACRE "TRACT 3", THE EASTERNMOST CORNER OF SAID 24.292 ACRE TRACT RECORDED IN DOCUMENT NO. 2011022726, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING IN A SOUTHWEST LINE OF SAID TRACT OF LAND RECORDED IN VOLUME 450, PAGE 305, AND BEING THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE NORTHEAST AND SOUTHEAST LINES OF SAID 24.292 ACRE "TRACT 3", THE FOLLOWING TWO (2) COURSES AND DISTANCES:

9. **S 20° 48' 46" E,** A DISTANCE OF **675.59',** TO A 1/2" IRON ROD LOCATED FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
10. **S 68° 02' 26" W,** A DISTANCE OF **545.76,** TO THE **POINT OF BEGINNING** CONTAINING **9.954 ACRES** OF LAND.

BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83

ENGINEER	OWNER/AGENT		
MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	SISSY WILLIAMS LR WILLIAMS BUSINESS PARK LLC P.O. BOX 872 THORNDALE, TEXAS, 76577 512-786-2570	QUICK INC. LAND SURVEYING FIRM NUMBER: 10194104 PHONE: 512-915-4950 OFFICE: 1430 N. ROBERTSON ROAD, SALADO, TEXAS 76571	DATE: JULY 01, 2020 JOB NO. 15-2123 SHEET 1 OF 2

FINAL PLAT OF L.R. WILLIAMS BUSINESS PARK, PHASE III

BEING A 9.954 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 9.954 ACRE TRACT BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE TRACT OF LAND KNOWN AS "TRACT 3", RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

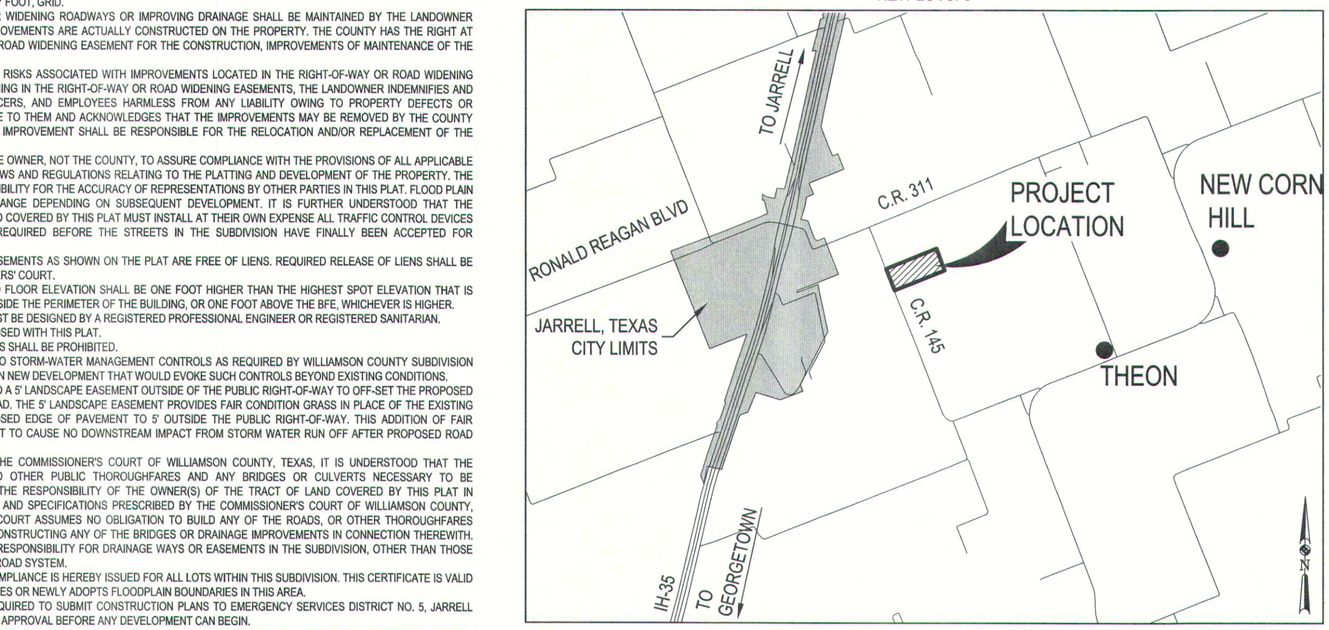
NEW LOTS: 6

NOTES:

1. ACREAGE OF SUBDIVISION = 9.954 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.66 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0105F DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY CORP.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. 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.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE LOT, ALL EASEMENTS SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. 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 POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENTS OF MAINTENANCE OF THE ADJACENT ROAD.
13. 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.
14. 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 THE PROPERTY. 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.
15. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
16. 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.
17. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
18. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
19. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
20. 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.
21. THIS SUBDIVISION IS SUBJECT TO A 5' LANDSCAPE EASEMENT OUTSIDE OF THE PUBLIC RIGHT-OF-WAY TO OFF-SET THE PROPOSED IMPERVIOUS COVER OF THE ROAD. THE 5' LANDSCAPE EASEMENT PROVIDES FAIR CONDITION GRASS IN PLACE OF THE EXISTING ROW CROPS FROM THE PROPOSED EDGE OF PAVEMENT TO 5' OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS ADDITION OF FAIR CONDITION GRASS IS SUFFICIENT TO CAUSE NO DOWNSTREAM IMPACT FROM STORM WATER RUN OFF AFTER PROPOSED ROAD CONSTRUCTION.
22. 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 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.
23. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
24. ALL LOT OWNERS SHALL BE REQUIRED TO SUBMIT CONSTRUCTION PLANS TO EMERGENCY SERVICES DISTRICT NO. 5, JARRELL FIRE DEPARTMENT AND RECEIVE APPROVAL BEFORE ANY DEVELOPMENT CAN BEGIN.
25. 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.
26. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FOR ALL LOTS FULLY OR PARTIALLY OUTSIDE OF GEORGETOWN CITY LIMITS FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
27. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
28. LOTS 4-9 SHALL UTILIZE A "DIP TYPE" DRIVEWAY AND SHALL BE INSTALLED TO NOT OBSTRUCT STORMWATER WITH THE PUBLIC RIGHT-OF-WAY.

ROADWAY TABLE

L.R. WILLIAMS LANE:	770 L.F.
DESIGN SPEED:	30 MPH
ROW WIDTH:	60 FT
MAINTENANCE AUTHORITY:	PUBLIC
ROAD CLASSIFICATION:	LOCAL



LOCATION MAP

N.T.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

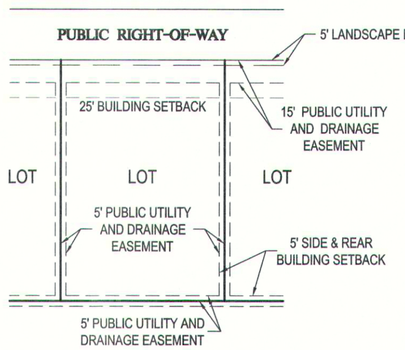
STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0105F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 8 DAY OF July, 2020.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

STATE OF TEXAS LICENSED PROFESSIONAL ENGINEER GARRETT D. KELLER 111511



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS;

I, SISSY WILLIAMS, CO-OWNER AND AGENT FOR L.R. WILLIAMS BUSINESS PARK, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013107847 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 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 L.R. WILLIAMS BUSINESS PARK, PHASE III.

LR WILLIAMS BUSINESS PARK, LLC
C/O SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577

Sissy Williams
OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 09 DAY OF July, 2020 A.D.

NEIL AARON TURNER
Notary Public, State of Texas
Comm. Expires 01-07-2024
Notary ID 132302845

Neil Aaron Turner
NOTARY PUBLIC, STATE OF TEXAS

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER 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 CERTIFICATIONS IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBERS OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

Adam D. Boatright 08/13/2020
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER
Adam D. Boatright FOR J. Terron Everton

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 16 DAY OF July, 2020 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
~~TERESA BAKER~~
Cindy Bridges

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 DATE
WILLIAMSON COUNTY, TEXAS

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

OWNER/DEVELOPER:
LR WILLIAMS BUSINESS PARK, LLC
C/O SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577
OFF: 1-(512) 786-2570
RANSIS421@YAHOO.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: July 01, 2020
JOB NO. 2754.02
SHEET 2 OF 2

PRELIMINARY
SUBJECT TO CHANGE

User: David.Jones

CR 145

0.08 AC
0.20 AC
0.25 AC
0.31 AC

0.93 Ac REMAIN
0.81 Ac REMAIN
0.76 Ac REMAIN
0.84 Ac REMAIN

L.R. WILLIAMS LN

L.R. WILLIAMS CT

LEGEND
- PROPERTY LINE
- PRECINCT LINE
- R.O.W. LINE
- CONCEPTUAL R.O.W. LIMITS

0 100 200

FILE: c:\pwworking\d-vrpgroup-pw.bentley.com-dsprod-pw-dn\david.jones\dm508952\COUTY BUSINESS PARK PROPERTY MAP.dgn
DATE: 8/25/2020 TIME: 12:40:07 PM

rps Texas PE Firm Reg. #F-929
4801 Southwest Pkwy, Pkwy 2, Suite 150, Austin, Texas 78735
T +1 512 328 5771 E usinfrastructure@rpsgroup.com

HALFF TBPE, FIRM #F-312

WILLIAMSON COUNTY 1848

RONALD REAGAN EXTENSION PLANNING & PRESERVATION STUDY
LR WILLIAMS BUSINESS PARK LLC
R512167

PRELIMINARY

SUBMITTED FOR INTERIM REVIEW
Under the authority of:
KEVIN J. HOFFMAN
P.E. No. 103570
8/25/2020 NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

Commissioners Court - Regular Session **69.**

Meeting Date: 09/01/2020

Preliminary plat for the Sunset Ridge subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Sunset Ridge subdivision – Precinct 2.

Background

This proposed subdivision consists of 3 lots and no new roads. Access to the proposed subdivision is from an existing private road.

Timeline

2020-07-13 – initial submittal of complete preliminary plat application
2020-08-10 – 1st review complete with comments
2019-08-12 – 2nd submittal of preliminary plat
2020-08-24 – 2nd review complete with comments cleared
2020-08-27 – preliminary plat placed on the September 1, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

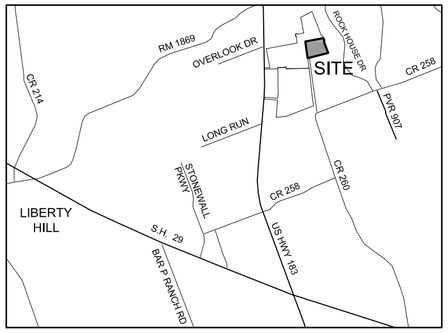
preliminary plat - Sunset Ridge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:07 AM
Form Started By: Adam Boatright		Started On: 08/26/2020 10:46 PM
Final Approval Date: 08/27/2020		

PRELIMINARY PLAT OF
SUNSET RIDGE

A 14.457 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

SUBMITTAL DATE: APRIL, 2020

ADDRESS: 1315 COUNTY ROAD 258, LIBERTY HILL, TEXAS

COUNTY COMMISSIONERS COURT REVIEW DATE: _____, 2020

OWNER: SOMERSET PARTNERS, LTD
512 W. MLK BLVD. #307
AUSTIN, TEXAS 78701
PHONE: (512) 751-0210
EMAIL: gens@peoplepc.com

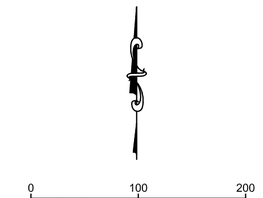
SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: pyglesias@haynieconsulting.com

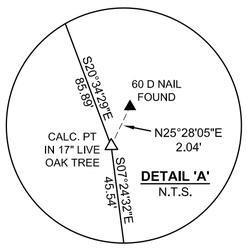
ENGINEER: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: thaynie@haynieconsulting.com

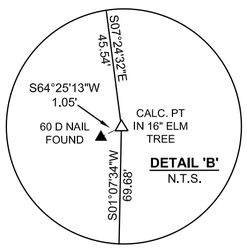
1. SURVEY: B. MANLOVE, ABSTRACT NO. 417
2. TOTAL ACRES: 14.457 ACRES
3. NUMBER OF LOTS: 3 LOTS
4. NUMBER OF BLOCKS: 1
5. AREA OF SMALLEST LOT: 4.457 ACRES
6. PROPOSED USE: SINGLE FAMILY RESIDENTIAL.
7. MAX. IMPERVIOUS COVER PER LOT: 20% PER LOT
8. THIS PROPERTY DOES NOT REQUIRE STORM WATER DETENTION.
9. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
10. ALL ON-SITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY EXISTING PRIVATE WATER WELL (LOT 3) PER COUNTY AND TCEQ REGULATIONS.
11. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN WESTERN DISTRICT.
12. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

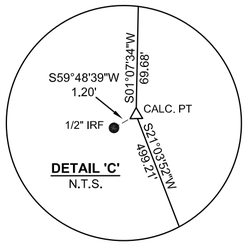
NOTES:

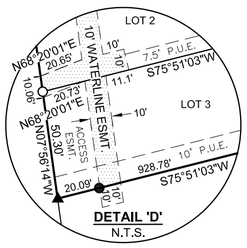
1. BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.
2. DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985609.
3. THIS SURVEY IS ACCOMPANIED BY AND MADE A PART OF A NARRATIVE METES AND BOUNDS DESCRIPTION.
5. PARENTHETICAL BEARINGS AND DISTANCES INDICATE PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED.

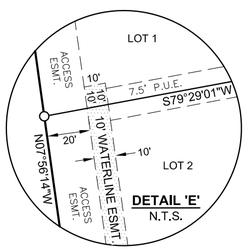












LEGEND

●	1/2" IRON ROD FOUND (IRF)
○	1/2" IRON ROD SET
▲	60D NAIL FOUND
△	CALCULATED POINT
	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TX.
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TX.
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX.
OSSF	ON-SITE SEWAGE FACILITY
(W)	100' RADIUS SANITARY EASEMENT AROUND EXISTING WELL
©	SEPTIC CLEANOUT

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.
1 OF 3

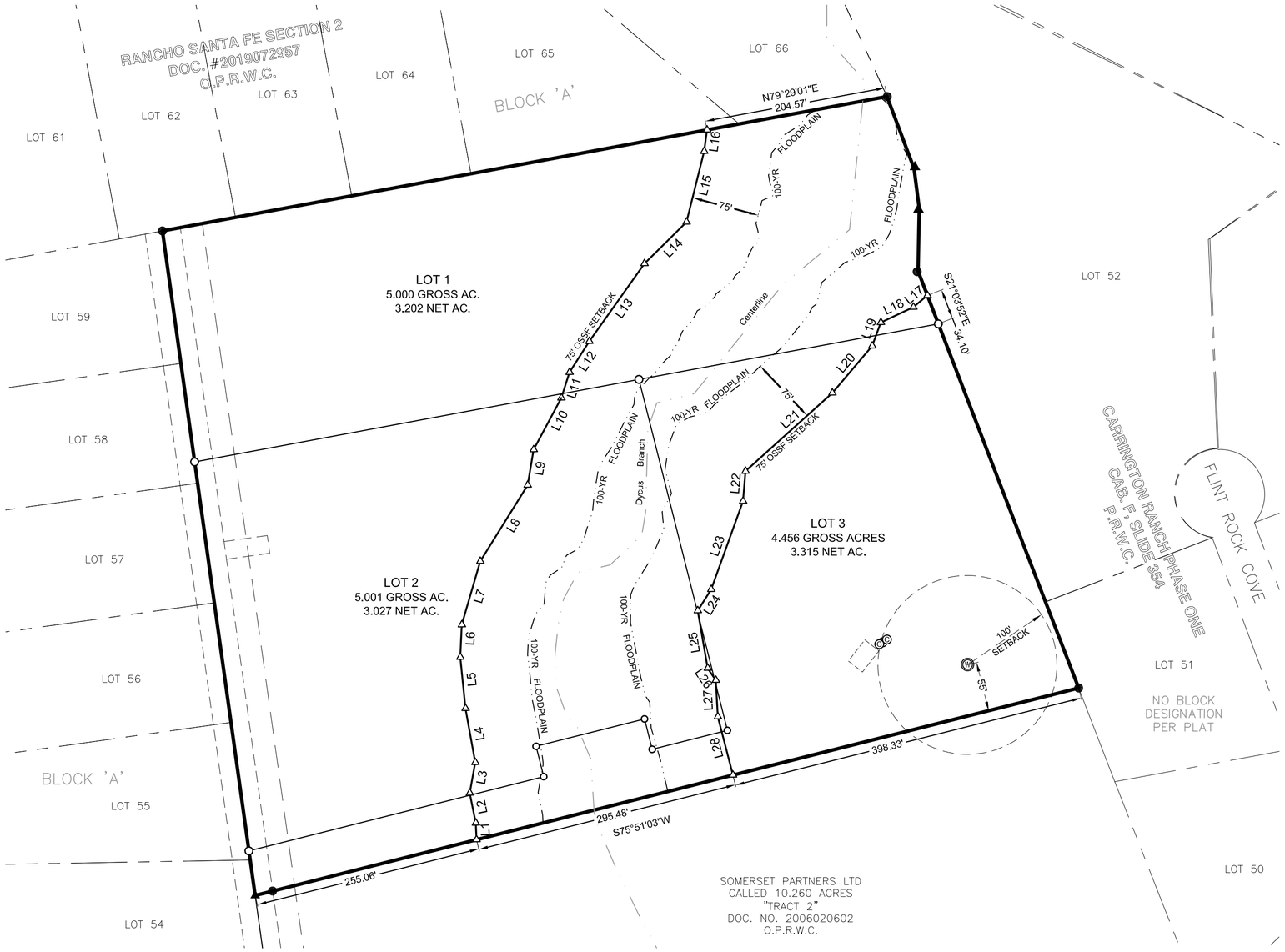
DRAWN BY: KS
CHECKED BY: PY, BJ
PROJ. #: 800-19-02

PLOTTED BY: kstockton
PLOT TIME: Aug 11, 2020 - 8:43am
DRAWING: X:\800 Anthony Jaggard\800-19-02 Sunset Ridge Plat\Survey Project Folder\Drawings\800-19-02 Sunset Ridge Prelim Plat.dwg

PRELIMINARY PLAT OF

SUNSET RIDGE

A 14.457 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS



LEGEND

●	1/2" IRON ROD FOUND (IRF)
○	1/2" IRON ROD SET
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( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TX.
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TX.
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX.
OSSF	ON-SITE SEWAGE FACILITY
Ⓒ	SEPTIC CLEANOUT

0 100 200 Ft

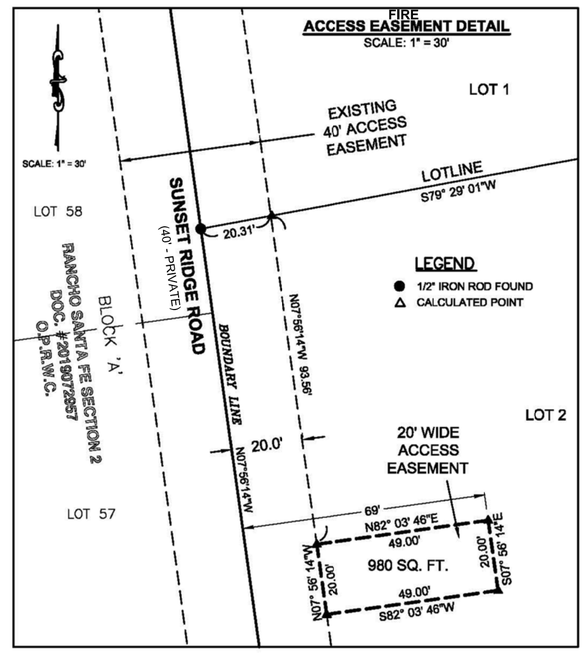
SCALE: 1" = 100'

Line Table		
Line #	Length	Direction
L1	18.64'	S02° 24' 57"E
L2	34.13'	S11° 21' 20"E
L3	34.81'	S10° 09' 30"W
L4	61.38'	S10° 14' 06"E
L5	57.55'	S05° 48' 20"E
L6	36.34'	S02° 36' 24"W
L7	73.90'	S16° 13' 25"W
L8	100.15'	S31° 52' 07"W
L9	40.21'	S09° 38' 45"W
L10	65.50'	S28° 10' 14"W
L11	30.04'	S17° 46' 04"W
L12	41.07'	S32° 29' 02"W
L13	106.57'	S35° 20' 28"W
L14	66.09'	S45° 18' 36"W
L15	81.53'	S14° 03' 28"W
L16	24.10'	S07° 25' 38"W

Line Table		
Line #	Length	Direction
L17	20.51'	N50° 03' 02"E
L18	40.16'	N64° 44' 47"E
L19	27.97'	N20° 12' 50"E
L20	68.87'	N40° 18' 20"E
L21	130.57'	N47° 59' 28"E
L22	33.61'	S04° 40' 53"W
L23	104.84'	S19° 50' 01"W
L24	28.09'	S32° 18' 49"W
L25	65.25'	S09° 49' 45"E
L26	16.26'	S33° 52' 15"E
L27	40.76'	S03° 06' 12"E
L28	67.47'	S14° 31' 53"E

FLOOD ZONE NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE 100-YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 800-18-01-DRN.DOC, PREPARED BY HCI, INC ON DECEMBER 30, 2019. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE WAY SHOWN ON THIS PLAT.



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
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Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

DRAWN BY: KS
CHECKED BY: PY, BJ
PROJ. #: 800-19-02

PLOTTED BY: kstockton
PLOT TIME: Aug 11, 2020 - 9:44am
DRAWING: X:\800 Anthony Jaggard\800-19-02 Sunset Ridge Plat\Survey Project Folder\Drawings\800-19-02 Sunset Ridge Prelim Plat.dwg

PRELIMINARY PLAT OF
SUNSET RIDGE
A 14.457 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, A.S. EVANS, PRESIDENT RADSTOCK, GENERAL PARTNER WITH SOMERSET PARTNERS, LTD, AS OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006020602 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY 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 "**SUNSET RIDGE**".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

_____
A.S. EVANS, PRESIDENT RADSTOCK, GENERAL PARTNER WITH SOMERSET PARTNERS, LTD
512 W. MLK BLVD #307
AUSTIN, TEXAS 78701

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20_____AD,
BY A.S. EVANS, AUTHORIZED SIGNER FOR SOMERSET PARTNERS, LTD, ON BEHALF OF SAID SOMERSET PARTNERS, LTD.

_____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

PLAT NOTES

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED EXCEPT WHERE A TEN FOOT (10') P.U.E. SHALL ABUT THE SOUTH LOT LINES OF LOT 2 AND LOT 3 IS HEREBY DEDICATED.
3. 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.
4. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN 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.
5. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
6. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 1, 2 AND 3 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING, INC., DATED JANUARY 2, 2020.
7. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
8. 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.
9. THIS SUBDIVISION IS EXEMPT 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. NO STRUCTURE OF LAND WITHIN THIS PLAT SHALL HEREAFTER 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.
11. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26 , 2008 FOR WILLIAMSON COUNTY, TEXAS. THE 100-YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 800-18-01-DRN.DOC, PREPARED BY HCI, INC ON DECEMBER 30, 2019. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE WAY SHOWN ON THIS PLAT.
12. LOTS 1, 2 AND 3 OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
13. SUNSET RIDGE ROAD IS AN EXISTING PRIVATE EASEMENT AND THEREFORE IS NOT MAINTAINED BY WILLIAMSON COUNTY.
14. NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS THERE IS DIRECT ACCESS TO A PUBLIC OR PRIVATE ROAD CONSTRUCTED TO COUNTY STANDARDS.
15. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

METES AND BOUNDS DESCRIPTION

BEING A 14.457 ACRE (629,734 SQ. FT.) TRACT OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO SOMERSET PARTNERS, LTD. AS "TRACT 3", AS RECORDED IN DOCUMENT NUMBER 2006020602 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.). SAID 14.457 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS; (BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS; DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985609; PARENTHETICAL BEARINGS AND DISTANCES REFER TO RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED):

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found at the Northeast corner of Lot 59, Block 'A', "Rancho Santa Fe Section 2", a subdivision recorded in Document No. 2019072957, O.P.R.W.C., also being a point in the South line of Lot 62, Block 'A' of said subdivision, for the Northwest corner and **POINT OF BEGINNING** of this tract;

THENCE, North 79 degrees 29 minutes 01 seconds East, (S 80°49'00" W), with a Southerly boundary line of said "Rancho Santa Fe Section 2", a distance of 823.36, (824.68), feet to a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found in the West line of Lot 52, of "The Carrington Ranch Phase 1", a subdivision recorded in Cabinet F, Slide 354 of the Plat Records of Williamson County, Texas (P.R.W.C.) for the Southeast corner of Lot 66, Block 'A' of said "Rancho Santa Fe Section 2", and for the Northeast corner of this tract;

THENCE, with Westerly boundary lines of said "The Carrington Ranch Phase 1", the following four (4) courses and distances:

1. South 20 degrees 34 minutes 29 seconds East, (N 19°22'32" W), a distance of 85.89, (83.73), feet to a calculated point in a 17 inch Live Oak tree, from which a 60D nail found bears N 25°28'05" E, a distance of 2.04 feet;
2. South 07 degrees 24 minutes 32 seconds East, (N 05°52'24" W), a distance of 45.54, (47.54) feet to a calculated point in a 16 inch Elm tree, from which a 60D nail found bears S 64°25'13" W, a distance of 1.05 feet;
3. South 01 degrees 07 minutes 34 seconds West, (N 02°25'57" E), a distance of 69.68, (69.93), feet to a calculated point from which a 1/2-inch iron rod found bears S 59°48'39" W, a distance of 1.20 feet;
4. South 21 degrees 03 minutes 52 seconds East, (N 19°43'06" W), a distance of 499.21, (498.97), feet to a 1/2-inch iron rod found in the west line of Lot 51 of said "The Carrington Ranch Phase 1", being the Northeast corner of a called 10.260 acre tract ("Tract 2") conveyed to Somerset Partners, LTD, as recorded in Document No. 2006020602, O.P.R.W.C. and the Southeast corner of this tract;

THENCE, South 75 degrees 51 minutes 03 seconds West, (N 77°11'40" E), with the North line of said called 10.260 acre tract ("Tract 2"), being the South line of this tract, passing at a distance of 928.78 feet a 1/2-inch iron rod found in the Easterly line of a 40 feet wide Access Easement described in Volume 728, Page 578, Deed Records of Williamson County, Texas (D.R.W.C.), in all a total distance of 948.87, (949.98), feet to a 60D nail found the East line of Lot 54, Block 'A' of said "Rancho Santa Fe Section 2", also being the Northwest corner of said called 10.260 acre tract ("Tract 2") for the Southwest corner of this tract;

THENCE, North 07 degrees 56 minutes 14 seconds West, (S 06°29'38" E), with the East line of said "Rancho Santa Fe Section 2", being the West line of this tract, a distance of 749.94, (749.77), feet to the **POINT OF BEGINNING** and containing a computed area of 14.457 acres, (629,734 sq. ft.), of land.

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
5. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
6. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN FOR LOTS 1 AND 2. LOT 3 WATER SERVICE IS PROVIDED BY AN EXISTING WELL.
7. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
8. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS SHOWN HEREON AND AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
9. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLITION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

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PLOT TIME: Aug 11, 2020 - 9:45am
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Commissioners Court - Regular Session **70.**

Meeting Date: 09/01/2020

Final plat for the Eiben Point subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Eiben Point subdivision – Precinct 4.

Background

This subdivision consists of 14 lots and 850 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $168,655.49 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-10-09 – initial submittal of the final plat
2019-11-05 – 1st review complete with comments
2020-06-25 – 2nd submittal of final plat
2020-07-10 – 2nd review complete with comments
2020-07-10 – 3rd submittal of final plat
2020-07-21 – 3rd review complete with comments
2020-07-23 – 4th submittal of final plat
2020-07-29 – 4th review complete with comments clear
2020-08-12 – receipt of final plat with all signatures
2020-08-13 – receipt of financial security for remaining construction
2020-08-27 – final plat placed on the September 1, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

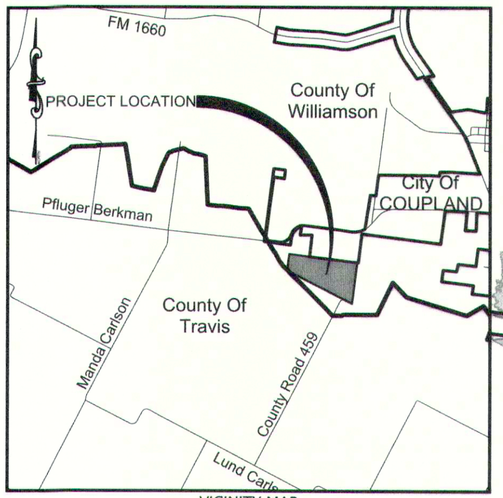
Attachments

final plat - Eiben Point

Form Review

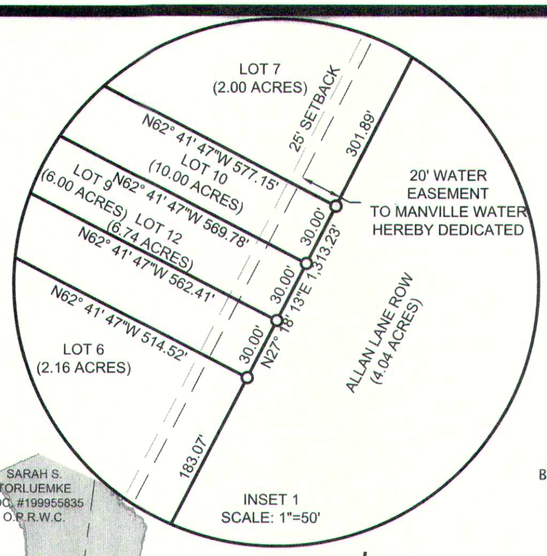
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:15 AM
Form Started By: Adam Boatright		Started On: 08/26/2020 10:49 PM
Final Approval Date: 08/27/2020		

FINAL PLAT OF
EIBEN POINT SUBDIVISION



VICINITY MAP
SCALE: 1"=5,000'

PROPERTY CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	CHORD
C1	13°56'36"	013°56'36"'	1,040.00'	N20° 19' 55"E 252.47'

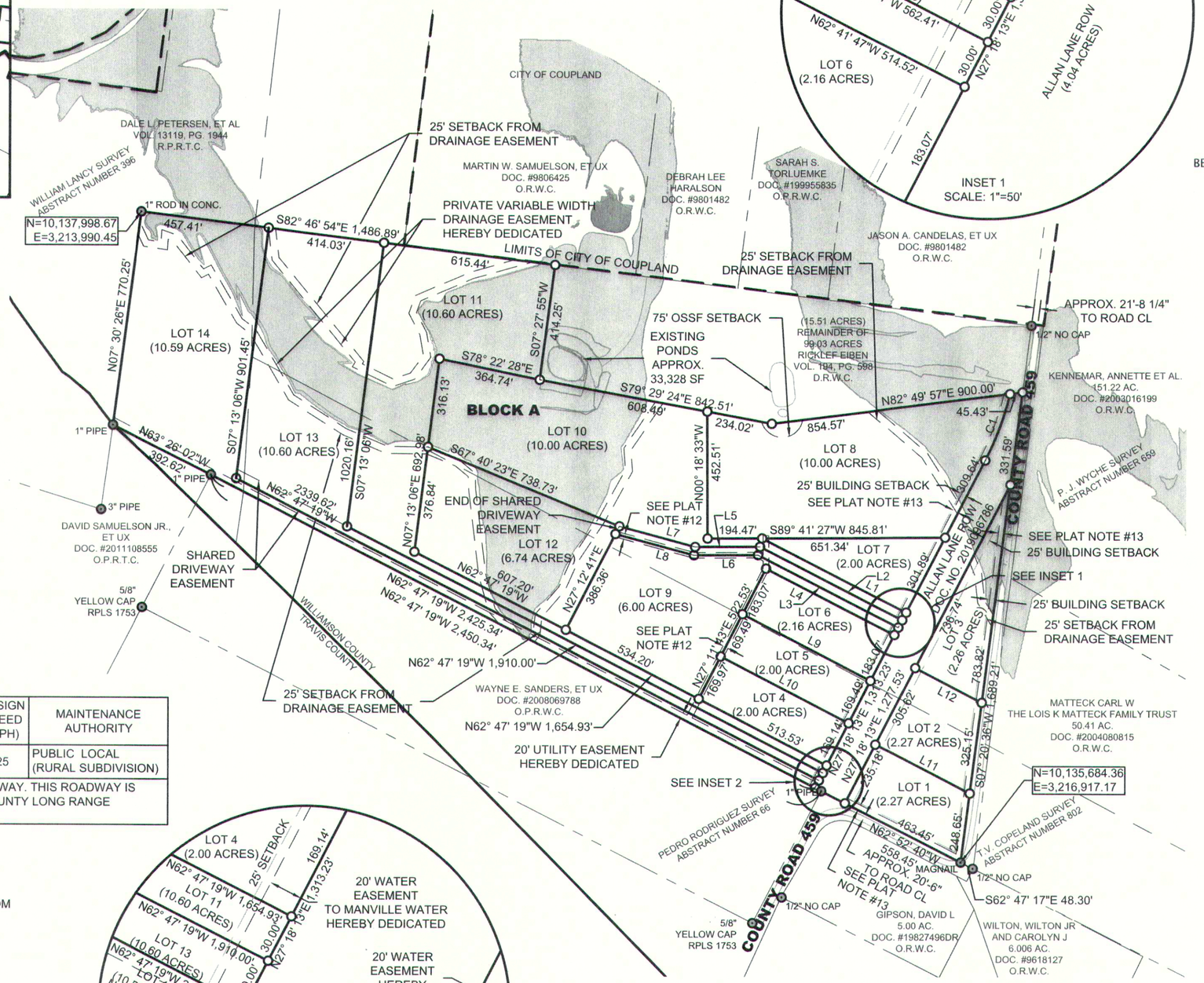


BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND, AS DESCRIBED
- LIMITS OF STUDIED 100 YEAR FLOOD PLAIN

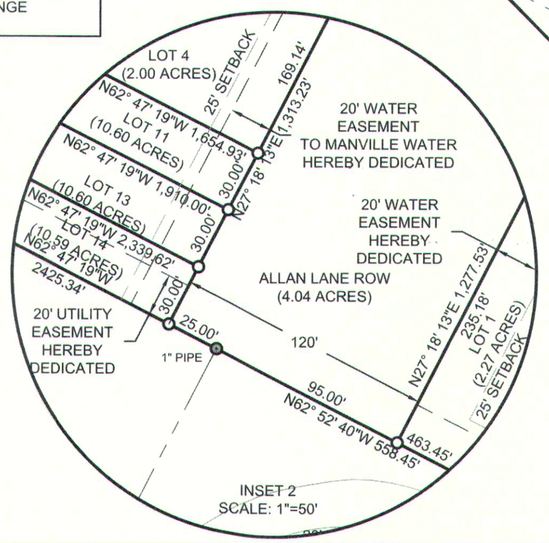
PROPERTY LINE TABLE		
LINE #	DISTANCE	BEARING
L1	577.15'	N62° 41' 47"W
L2	569.78'	N62° 41' 47"W
L3	562.41'	N62° 41' 47"W
L4	514.52'	N62° 41' 47"W
L5	231.69'	S89° 41' 27"W
L6	228.39'	S89° 41' 27"W
L7	279.61'	S74° 52' 14"E
L8	290.09'	N74° 52' 14"W
L9	514.17'	N62° 41' 47"W
L10	513.85'	N62° 41' 47"W
L11	378.57'	S62° 41' 47"E
L12	267.57'	S62° 41' 47"E



DRIVEWAY CULVERT DESIGN TABLE			
LOT #	PIPE SIZE	MIN. LENGTH	INVERT ELEVATIONS
LOT 1	24"	36 LF	DN=539.33 UP=539.71
LOT 2	24"	36 LF	DN=542.50 UP=542.96
LOT 3	18"	36 LF	DN=540.97 UP=541.14
LOT 4	24"	43 LF	DN=539.71 UP=540.28
LOT 5	18"	40 LF	DN=543.14 UP=543.79
LOT 6	18"	37 LF	DN=544.78 UP=545.17
LOT 7	24"	39 LF	DN=539.75 UP=540.11
LOT 8	24"	40 LF	DN=531.00 UP=531.50
LOT 12	18"	35 LF	DN=541.34 UP=541.91
LOT 13	24"	37 LF	DN=538.65 UP=538.96

MINIMUM FINISHED FLOOR ELEVATIONS	
LOT #	MINIMUM ELEVATION
LOT 3	537.00
LOT 8	534.00
LOT 10	529.05
LOT 11	532.20
LOT 12	530.35
LOT 13	534.95
LOT 14	538.35

STREET NAME	ROW WIDTH (FT)	ROADWAY LENGTH (FT)	PAVEMENT WIDTH (FT)	DESIGN SPEED (MPH)	MAINTENANCE AUTHORITY
ALLAN LANE	120	850	20	25	PUBLIC LOCAL (RURAL SUBDIVISION)
ALLAN LANE SHALL BE CONSTRUCTED AS A LOCAL RURAL ROADWAY. THIS ROADWAY IS IDENTIFIED AS A FUTURE ARTERIAL WITHIN THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN.					



OWNER:	STEPHEN FREEMAN WADE LAND PARTNERS 2307 OAK SPRINGS COVE ROUND ROCK, TEXAS 78681 PHONE 512.364.5335 EMAIL STEPHEN@FREEMANHOMESTX.COM
SURVEYOR:	KENNETH L. CRIDER, RPLS TEXAS LAND SURVEYING, INC. 3613 WILLIAMS DRIVE, SUITE 903 GEORGETOWN, TEXAS 78628 PHONE 512.930.1600 EMAIL KEN@TEXAS-LS.COM
ENGINEER:	JEN HENDERSON, PE M&S ENGINEERING 102 W. MORROW ST. GEORGETOWN, TEXAS 78626 PHONE 830.228.5446 EMAIL JHENDERSON@MSENGR.COM
SUBMITTAL DATE:	10/9/2019
ORIGINAL SURVEY:	P.J. WYCHE SURVEY, ABSTRACT NO. 659 T.V. COPELAND SURVEY, ABSTRACT NO. 802 WILLIAM LANCY ABSTRACT, SURVEY NO. 396
FEMA FLOODPLAIN:	THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0700F, DATED 12/20/19

SHEET
1 OF 4

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Date: Aug 06, 2020, 5:41pm User ID: jsomera
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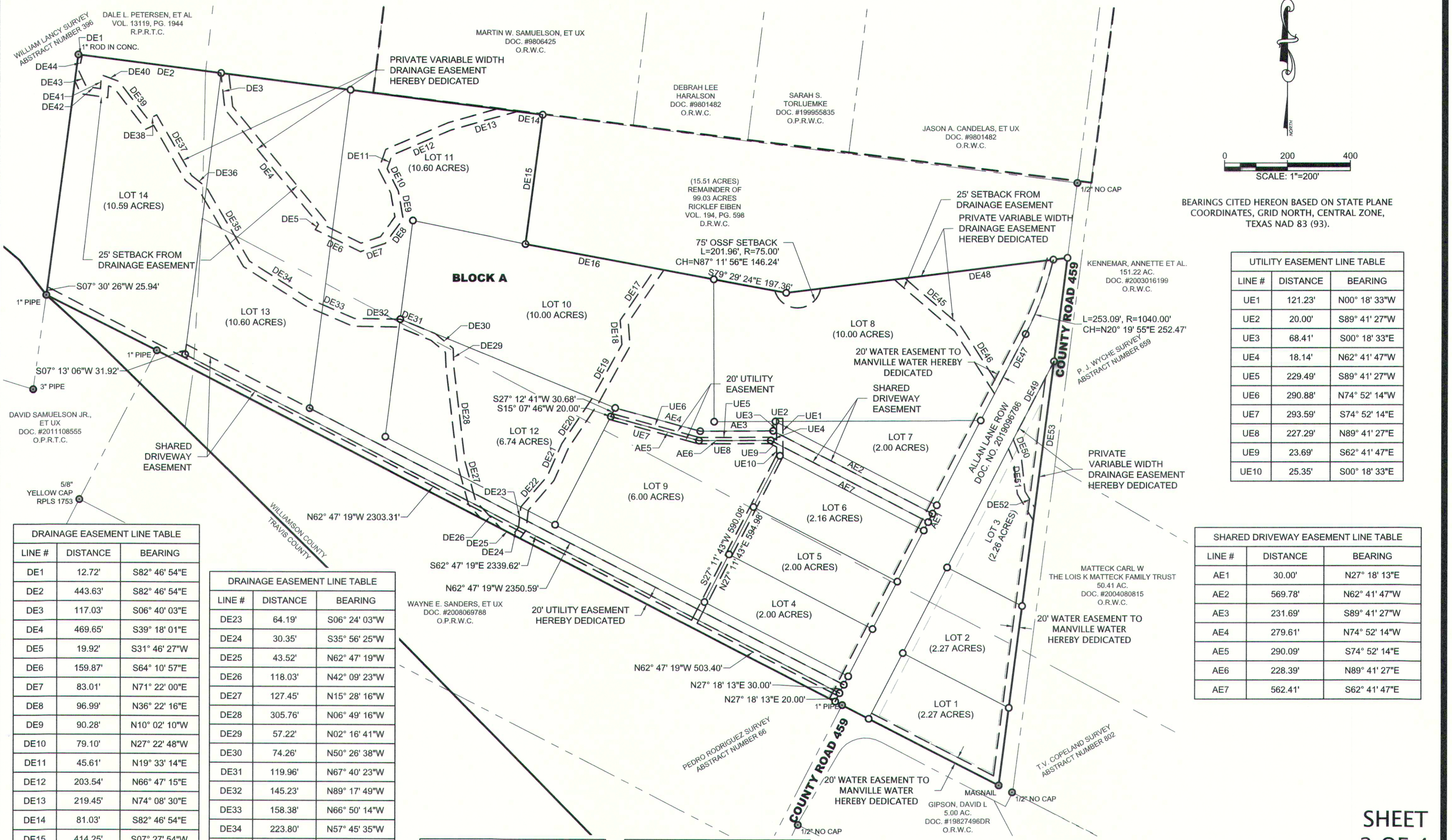
FINAL PLAT OF
EIBEN POINT SUBDIVISION

LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND, AS DESCRIBED



BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

UTILITY EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
UE1	121.23'	N00° 18' 33"W
UE2	20.00'	S89° 41' 27"W
UE3	68.41'	S00° 18' 33"E
UE4	18.14'	N62° 41' 47"W
UE5	229.49'	S89° 41' 27"W
UE6	290.88'	N74° 52' 14"W
UE7	293.59'	S74° 52' 14"E
UE8	227.29'	N89° 41' 27"E
UE9	23.69'	S62° 41' 47"E
UE10	25.35'	S00° 18' 33"E

DRAINAGE EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
DE1	12.72'	S82° 46' 54"E
DE2	443.63'	S82° 46' 54"E
DE3	117.03'	S06° 40' 03"E
DE4	469.65'	S39° 18' 01"E
DE5	19.92'	S31° 46' 27"W
DE6	159.87'	S64° 10' 57"E
DE7	83.01'	N71° 22' 00"E
DE8	96.99'	N36° 22' 16"E
DE9	90.28'	N10° 02' 10"W
DE10	79.10'	N27° 22' 48"W
DE11	45.61'	N19° 33' 14"E
DE12	203.54'	N66° 47' 15"E
DE13	219.45'	N74° 08' 30"E
DE14	81.03'	S82° 46' 54"E
DE15	414.25'	S07° 27' 54"W
DE16	420.46'	S79° 29' 24"E
DE17	199.59'	S34° 00' 22"W
DE18	77.31'	S04° 05' 21"E
DE19	195.60'	S28° 50' 37"W
DE20	172.91'	S33° 41' 18"W
DE21	113.06'	S23° 57' 30"W
DE22	129.20'	S40° 46' 51"W

DRAINAGE EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
DE23	64.19'	S06° 24' 03"W
DE24	30.35'	S35° 56' 25"W
DE25	43.52'	N62° 47' 19"W
DE26	118.03'	N42° 09' 23"W
DE27	127.45'	N15° 28' 16"W
DE28	305.76'	N06° 49' 16"W
DE29	57.22'	N02° 16' 41"W
DE30	74.26'	N50° 26' 38"W
DE31	119.96'	N67° 40' 23"W
DE32	145.23'	N89° 17' 49"W
DE33	158.38'	N66° 50' 14"W
DE34	223.80'	N57° 45' 35"W
DE35	270.63'	N30° 15' 33"W
DE36	60.93'	N51° 37' 35"W
DE37	221.51'	N29° 59' 59"W
DE38	31.01'	S62° 41' 05"W
DE39	152.12'	N37° 48' 33"W
DE40	58.55'	N69° 59' 17"W
DE41	43.78'	S04° 02' 33"W
DE42	45.74'	N81° 36' 08"W

DRAINAGE EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
DE43	54.22'	N25° 05' 59"W
DE44	52.17'	N11° 35' 17"E
DE45	234.03'	S49° 24' 02"E
DE46	224.72'	S32° 37' 59"E
DE47	184.64'	N27° 18' 13"E
DE48	475.00'	S82° 49' 57"W

DRAINAGE EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
DE49	280.23'	S27° 18' 13"W
DE50	70.56'	S22° 02' 06"E
DE51	99.66'	S06° 24' 45"E
DE52	60.04'	S31° 07' 22"E
DE53	468.70'	N07° 20' 36"E

SHARED DRIVEWAY EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
AE1	30.00'	N27° 18' 13"E
AE2	569.78'	N62° 41' 47"W
AE3	231.69'	S89° 41' 27"W
AE4	279.61'	N74° 52' 14"W
AE5	290.09'	S74° 52' 14"E
AE6	228.39'	N89° 41' 27"E
AE7	562.41'	S62° 41' 47"E

SHEET
2 OF 4

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FINAL PLAT OF
EIBEN POINT SUBDIVISION

NOTES:

1. 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 AND 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 DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. 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.
3. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF 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.
4. WATER SERVICE WILL BE PROVIDED BY MANVILLE WSC.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
6. 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.
7. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENTS THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. THERE ARE NO EXISTING UTILITIES ON THE PARENT TRACT.
9. ALL LOTS IN THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
10. WILLIAMSON COUNTY WILL NOT ACCEPT WITH THIS PLAT, OR MAINTAIN, KNAPP LANE OR BOTKIN LANE.
11. DRIVEWAYS SHALL ONLY CONNECT TO ALLAN LANE, NOT TO COUNTY ROAD 459, THE ADJACENT COUNTY ROAD. (WCSR B2.4)
12. 20' ELECTRIC EASEMENT HEREBY DEDICATED. SEE SHEET 2 FOR CALLOUTS.
13. 20' WATER EASEMENT TO MANVILLE WATER HEREBY DEDICATED.
14. A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 11, 13 AND 14. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "BOTKIN LANE". SEE SHEET 2 FOR CALLOUTS.
15. A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 9, 10 AND 12. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "KNAPP LANE". SEE SHEET 2 FOR CALLOUTS.
16. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN THE MAIN WATERWAY CHANNEL OF THE DRAINAGE EASEMENT WITHOUT A FLOODPLAIN DEVELOPMENT PERMIT FROM WILLIAMSON COUNTY.
17. DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
18. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
19. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
20. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR BLOCK A, LOTS 3, 8, 10-14. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
21. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A, LOTS 3, 8, 10, 11, 12, 13 AND 14 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
22. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY JENNIFER L. HENDERSON, P.E., DATED JUNE, 2020.
23. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
24. ALL SIDEWALKS SHALL BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.
25. LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.
26. 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.

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Date: Aug 05, 2020, 2:07pm User ID: areilly
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FINAL PLAT OF
EIBEN POINT SUBDIVISION

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, STEPHEN FREEMAN, MANAGING MEMBER OF WADE LAND PARTNERS, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019015791 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY 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

EIBEN POINT SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 30th DAY OF July, 2020.

STEPHEN FREEMAN
WADE LAND PARTNERS
2307 OAK SPRINGS COVE
ROUND ROCK, TEXAS 78681

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN FREEMAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF July, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

MY COMMISSION EXPIRES ON: 8/16/22

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, KENNETH L. CRIDER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CITY OF TAYLOR REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 6th DAY OF August, 2020.

KENNETH L. CRIDER, R.P.L.S. 8-6-20 DATE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5624
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0700F, EFFECTIVE DATA 12/20/19.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 5th DAY OF August, 2020.

JENNIFER L. HENDERSON, P.E. 8/5/2020 DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

BEING 83.52 ACRES OF LAND, MORE OR LESS, OUT OF THE P. J. WYCHO SURVEY, ABSTRACT NO. 659, WILLIAMSON COUNTY, TEXAS, THE T. V. COUPLAND SURVEY, ABSTRACT NO. 802, WILLIAMSON COUNTY, TEXAS, AND THE WILLIAM LANCY SURVEY, ABSTRACT NO. 396, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT TRACT CONVEYED TO RICKLEF EIBEN, BY DEED RECORDED IN VOLUME 194, PAGE 598, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON JANUARY 9TH, 2019, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH A PINK CAP STAMPED TLS SET IN THE WEST LINE OF COUNTY ROAD 459, THE EAST LINE OF SAID EIBEN TRACT FOR THE NORTHEAST CORNER OF THIS TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID EIBEN TRACT BEARS N 07°20'36" W 240.00 FEET;

THENCE: S 07°20'36" W, 1689.21 FEET IN PART WITH THE WEST LINE OF SAID COUNTY ROAD 459, ENTERING THE PAVEMENT OF SAID COUNTY ROAD 459 TO A MAGNAIL SET FOR THE SOUTHEAST CORNER OF SAID EIBEN TRACT AND THIS TRACT;

THENCE: N 62°52'40" W, 558.45 FEET IN PART WITH THE WEST LINE OF SAID COUNTY ROAD 459, LEAVING THE PAVEMENT OF SAID COUNTY ROAD 459 TO A 1" PIPE FOUND, MARKING THE NORTHEAST CORNER OF A TRACT CONVEYED TO WAYNE E. SANDERS, ET UX, BY DEED RECORDED IN DOCUMENT NO. 2008069788, OF SAID OFFICIAL PUBLIC RECORDS, FOR AN ANGLE POINT OF THIS TRACT, FROM WHICH A 1/2" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1753" FOUND, MARKING THE SOUTHEAST CORNER OF SAID SANDERS TRACT, BEARS S 27°18'13" W, 532.56 FEET;

THENCE: N 62°47'19" W, 2450.34 FEET WITH THE NORTH LINE OF SAID SANDERS TRACT TO A 1" PIPE FOUND, MARKING THE NORTHEAST CORNER OF A TRACT CONVEYED TO DAVID SAMUELSON, JR., ET UX, BY DEED RECORDED IN DOCUMENT NO. 2011108555, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO MARKING THE NORTHWEST CORNER OF SAID SANDERS TRACT, FOR AN ANGLE POINT OF THIS TRACT, FROM WHICH A 1/2" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1753" FOUND, MARKING THE SOUTHWEST CORNER OF SAID SANDERS TRACT, BEARS S 27°23'36" W, 533.05 FEET;

THENCE: N 63°26'02" W, 392.62 FEET WITH THE NORTH LINE OF SAID SAMUELSON, JR. TRACT TO A 1" ROD IN CONCRETE FOUND IN THE EAST LINE OF A TRACT CONVEYED TO DALE L. PETERSEN, ET AL, BY DEED RECORDED IN VOLUME 13119, PAGE 1944, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, MARKING AN ANGLE POINT OF SAID SAMUELSON, JR. TRACT, FOR THE SOUTHWEST CORNER OF SAID EIBEN TRACT AND THIS TRACT, FROM WHICH A 3" PIPE FOUND, MARKING THE SOUTHEAST CORNER OF SAID PETERSEN TRACT, BEARS S 07°45'01" W, 302.52 FEET;

THENCE: N 07°30'26" E, 770.25 FEET WITH THE EAST LINE OF SAID PETERSEN TRACT TO A 1" ROD IN CONCRETE FOUND, MARKING AN ANGLE POINT OF SAID PETERSEN TRACT, FOR THE NORTHWEST CORNER OF SAID EIBEN TRACT AND THIS TRACT;

THENCE: S 82°46'54" E, 1486.89 FEET IN PART WITH THE EAST LINE OF SAID PETERSEN TRACT TO A 1/2 INCH IRON ROD WITH A PINK CAP STAMPED TLS SET IN THE SOUTH LINE OF THAT TRACT TO MARTIN W. SAMUELSON, ET UX, IN THAT INSTRUMENT RECORDED IN DOCUMENT #9806425 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, THE NORTH LINE OF SAID EIBEN, BEING AN EXTERIOR CORNER IN THE NORTH LINE OF THIS TRACT;

THENCE: INTO AND ACROSS SAID EIBEN TRACT SETTING 1/2 INCH IRON RODS WITH PINK CAP STAMPED TLS THE FOLLOWING THREE (3) COURSES,

1. S 07°27'55" W 414.25 FEET FOR AN INTERIOR CORNER OF THIS TRACT,
2. S 79°29'24" E 842.51 FEET FOR AN ANGLE POINT OF THIS TRACT,
3. N 82°49'57" E 900.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 83.52 ACRES MORE OR LESS.

BEARINGS CITED HEREON BASED ON GRID NORTH TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD83/93

~~BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER 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 WITHIN IT.~~

~~WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR~~ ~~DATE~~

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 13th DAY OF August, 2020, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER 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 ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

Adam O. Boatright Adam O. Boatright 08/13/2020
J. TERRON EVERSTON, PE, DR, CFM, FOR J. Terron Everston DATE
COUNTY ENGINEER

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY VERIFY 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 FULLY 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 DATE
WILLIAMSON COUNTY, TEXAS

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

SHEET
4 OF 4

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP | SURVEYING
TEXAS REGISTERED ENGINEERING FIRM F-1394 SURVEYING FIRM # 10044200

CONTACT
WWW.MSENGR.COM
PHONE: (830) 228-5446
FAX: (830) 885-2170

MAIN OFFICE
P.O. BOX 970
6477 FM 311
SPRING BRANCH, TX 78070

BRANCH OFFICE
102 W. MORROW ST, STE 101
GEORGWTOWN, TX 78626
PHONE: (830) 228-5446

Date: Aug 05, 2020, 7:04am User ID: areilly
File: T:\active projects\2019 81 georgetown general civil\8119wadel.001 - eiben point\dwg\Sheets\Plat 8119WADEL001-PLAT-FINAL.dwg

Commissioners Court - Regular Session **71.**

Meeting Date: 09/01/2020

Resolution Supporting Georgetown Extended Sidewalks

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution supporting the City of Georgetown's expansion of outdoor seating and retail service.

Background

The City of Georgetown will allow downtown businesses to apply for permits that will allow restaurant and business owners to service patrons within the city's right of way Sept 4-6. This will allow businesses to serve customers while adhering to social distancing guidelines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:52 AM
Form Started By: Rachel Rull		Started On: 08/27/2020 11:37 AM
Final Approval Date: 08/27/2020		

State of Texas
County of Williamson
Know all men by these presents:

That on the 1st day of September 2020 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:

WHEREAS, Williamson County proudly supports each of the cities within its boundaries; and

WHEREAS, the COVID-19 pandemic has created economic hardships for many local restaurants and businesses; and

WHEREAS, in an effort to help with a much-needed recovery, the City of Georgetown is allowing businesses to apply for the temporary expansion of outdoor seating and retail service within the city's right of way and parking spaces in downtown; and

WHEREAS, downtown business owners who apply for the program and are approved can use portions of the sidewalks and streets in front of their storefronts during specified days and times for restaurant dining and the display of retail goods; and

WHEREAS, for the upcoming Labor Day weekend, Sept. 4-6, residents and visitors will have the opportunity to shop at sidewalk sales and dine downtown during the kick-off for extended outdoor seating and retail service areas; now, therefore be it

RESOLVED, that the Williamson County Commissioners Court supports the City of Georgetown's efforts to facilitate the physical distancing of patrons to comply with the current health orders and draw people to its downtown to support establishments by shopping and eating locally.

_____

Bill Gravell, Jr. – County Judge

Passed and approved on the _____ day of _____, 2020

Commissioners Court - Regular Session **72.**

Meeting Date: 09/01/2020

Resolution for September 2020 as Preparedness Month

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution declaring September 2020 as Preparedness Month in Williamson County, Texas.

Background

Williamson County residents are reminded during Preparedness Month to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to be prepared, stay informed and follow instructions from local officials and emergency management personnel. Williamson County has made available to all residents the “Wilco Ready” mobile application to aid in all preparedness activities and encourages residents to register at WarnCentralTexas.org to receive emergency messages.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September Preparedness Month Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/24/2020 09:50 AM
Form Started By: Michael Shoe		Started On: 08/21/2020 10:43 AM
Final Approval Date: 08/24/2020		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 1st day of September 2020, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia 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, September is National Preparedness Month, which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit; and,

Whereas, "National Preparedness Month" creates an opportunity for the residents and businesses in Williamson County to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and,

Whereas, this year it's even more imperative for Williamson County to recognize the need for preparedness. In the midst of this pandemic, keeping our residents informed about public health issues is paramount; and,

Whereas, Williamson County, along with other regional, state and national partners, support the WarnCentralTexas.org campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action; and,

Whereas, Williamson County has made available to all residents the "Wilco Ready" mobile application to aid in all the preceding preparedness activities; and,

Whereas, all Williamson County residents are encouraged to develop and practice emergency plans that include a communications strategy and emergency meeting locations for our families, businesses, and communities to reduce fatalities and economic devastation; and,

Whereas, all Williamson County residents should prepare a three to six-day disaster kit which should contain supplies of food, water, medicine and important documents along with other essential items; and,

Whereas, special preparedness considerations and steps should be taken for young children, seniors, and those with access and functional needs, those with medical devices, and family pets; and,

Whereas, at this time, we urge all Williamson County residents to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to stay informed and follow instructions from local officials and emergency management personnel, for together we stand ready; and,

Therefore be it resolved, the Williamson County Commissioners Court declares the month of September 2020 to be PREPAREDNESS MONTH in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas, and urge the appropriate recognition whereof.

RESOLVED THIS 1st DAY OF SEPTEMBER 2020.

_____

Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **73.**

Meeting Date: 09/01/2020

Sheltering Hurricane Laura

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action regarding Expenses for Sheltering of Hurricane Laura evacuees.

Background

Williamson County is a part of the Capital Area Shelter Hub Plan. This asset was activated by the State of Texas for sheltering of evacuees from Hurricane Laura. Williamson County provided staff/support at COTA for check in of evacuees, hotels for sheltering and meals. These expenses are 100% reimbursable and a request will be submitted to the Texas Department of Emergency Management for reimbursement. The costs will be charged to the Disaster Expense Line in the Non-departmental budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:58 AM
Form Started By: Julie Kiley		Started On: 08/27/2020 11:51 AM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **74.**

Meeting Date: 09/01/2020

Change to early voting locations for November 3, 2020 Joint General and Special Elections

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the approval of changes to the previously approved early voting polling locations for the November 3, 2020 Joint General and Special Elections of Williamson County.

Background

In order to meet a statutory deadline for ordering an election, the Elections Department presented an Early Voting schedule to the Williamson County Commissioner's Court that was approved on August 11, 2020. Due to extenuating circumstances and continuing communications with host locations, it has been necessary for the Elections Department to make some adjustments to the previously approved schedule. These changes include the following:

- The Main Early Voting location has been moved from the Inner Loop Annex at 301 SE Inner Loop in Georgetown to the Georgetown Annex located at 100 Wilco Way, HR108, in Georgetown due to the space constraints at the Inner Loop Annex while construction on the remodel of the building continues through the election. Per the Texas Election Code, Limit Ballot voting must be conducted at the Main Early Voting Location. Therefore, we have notated this change on the schedule.
- Voting in Sun City will take place at The Worship Place located at 811 Sun City Boulevard in Georgetown. Other locations in Sun City were not able to confirm our use of buildings should they be closed due to the ongoing COVID-19 pandemic. Therefore, a location that was able to guarantee our use was selected.
- The Early Voting polling location in Hutto is being moved from Hutto City Hall located at 401 W Front Street to the Williamson County Hutto Annex located at 321 Ed Schmidt Boulevard, Suite 100, to better allow for social distancing of voting equipment and voters.
- The Early Voting location offered by Jarrell ISD is being moved from their former cafeteria at 508 N 5th Street to 108 East Avenue F following a remodel of their Administration Building.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised early voting schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 08:46 AM
Form Started By: Jenifer Favreau		Started On: 08/26/2020 04:15 PM
Final Approval Date: 08/27/2020		

Williamson County Early Voting Schedule
Horario de la Votación Adelantada del Condado de Williamson

Joint General and Special Elections – November 3, 2020
Elecciones Generales y Especiales Conjuntas – 3 de noviembre del 2020

Dates and Times for Locations:

Tuesday, October 13 through Friday, October 30
7:00 am to 7:00 pm
Sunday, October 18 and Sunday, October 25
1:00 pm to 6:00 pm

Fechas y horarios para localidades de tiempo completo:

Del Martes 13 de octubre al Viernes 30 de octubre
7:00 am – 7:00 pm
Domingo 18 y domingo 25 de octubre
1:00 pm – 6:00 pm

Main Location - *ubicación principal*

Georgetown: Georgetown Annex, 100 Wilco Way, HR108, 78626

Branch Locations – *ubicaciones de sucurales*
Georgetown: The Worship Place Church, 811 Sun City Boulevard, 78633
Georgetown: Georgetown ISD Technology Building, 603 Lakeway Drive, 78628
Georgetown: Georgetown Randalls, 5721 Williams Drive, 78633
Georgetown: Parks & Recreation Administration Building, 1101 North College Street, 78626
Austin: Anderson Mill Limited District, 11500 El Salido Parkway, 78750
Austin: RE Hartfield Performing Arts Center, 5800 McNeil Drive, 78729
Austin: Spicewood Springs Library, 8637 Spicewood Springs Road, 78759
Cedar Park: Cedar Park Public Library, 550 Discovery Boulevard, 78613
Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613
Hutto: Wilco Hutto Annex, 321 Ed Schmidt Boulevard, Suite 100, 78634
Jarrell: Jarrell ISD Administration, 108 East Avenue F, 76537
Leander: Pat Bryson Municipal Hall, 201 N Brushy Street, 78641
Liberty Hill: Liberty Hill Municipal Court, 2801 RR 1869, 78642
Round Rock: Baca Senior Center, 301 W Bagdad Street, Building 2, 78664
Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664
Round Rock: Brushy Creek Community Center, 16318 Great Oaks Drive, 78681
Round Rock: Williamson County Jester Annex, 1801 E Old Settlers Boulevard, 78664
Taylor: Taylor City Hall, 400 Porter Street, 76574

Georgetown: **Limited Ballot Voting** – Georgetown Annex, 100 Wilco Way, Conference 105, 78626

Commissioners Court - Regular Session **75.**

Meeting Date: 09/01/2020

Exemption Approval of Mail in Ballots

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Fidlar, A Cathedral Company, from the competitive bidding requirements established by Section 262.024.(a)(2) of the Texas Local Government Code Discretionary Exemptions, for mail-in ballot services during a pandemic to protect the public health or safety of the residents of the county and authorizing execution of the quotation.

Background

Approval of this item will support the operations of the Williamson County Elections Department for the upcoming November 3rd Presidential Election. Mail in ballots are an integral part of elections, especially during the COVID-19 Pandemic. The Elections Department obtained three quotes for the service. Exact costs are unknown as pricing is done on a per ballot basis and the total number of ballets has yet to be determined. This expenditure will be charged to 01.0100.0492.004251 and 01.0375.0375.004251 for the ballots and 01.0100.0492.004212 and 01.0375.0375.004212 for the postage. The Auditor's Office has approved the prepayment of postage for this service as required by the vendor. Department contact is Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fidlar Quote

Additional Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 11:52 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:53 AM
Form Started By: Erica Smith		Started On: 08/27/2020 09:12 AM
Final Approval Date: 08/27/2020		

6851 TPC Drive, Orlando, FL 32822-5141
Telephone 407-351-0232 ● Fax 407-363-4586
1-800-852-3174 ● www.cathedralcorporation.com

PROJECT PRICE QUOTE

DATE: 8/26/20

TO: Williamson County, TX
Elections

Attn.: Julie Seippel

FROM: Stacey Earley
Ballot and VBM Sales & Support

Fidlar Election Services, a Cathedral Company

PROJECT: Williamson County, Texas 2020 General Election VBM Quotation

Thank you for the opportunity to provide a quotation for your project. Below is a description of the project assumptions, including pricing based on design used in the 2020 spring elections.

Project Description:

- The estimated volume of the project is
  - UOCAVA= 0
  - Domestic= 25,000 initial mailing for 2020 General Election
  - Daily= TBD
- Fidlar/Cathedral Corporation will supply:
  - Outgoing Envelope 6 1/8 x 9 1/2- Window 4 ½ x 1 11/16 - Green Wove-Ink- 1/0 Black with client supplied artwork.
  - Return Envelope 6 x 9- Yellow/Canary wove- Ink 1/1 Black- Prints over flap with client supplied artwork.
  - Secrecy Envelope 5 ¾ x 8 ¾- White wove- Ink 1/1 Black- Prints over flap- with client supplied artwork.
  - 2 Letters to voter- 8 ½ x 11, 1st letter prints blank ink both sides and 2nd Ballot Marking Tips letter prints two sides black ink (Write in on back).
  - One 80# Offset Ballot.
- Any Client supplied graphics or logos will be supplied in PDF, TIF, JPG or BMP files.
- Letters or text fillers will be provided to Fidlar in a Word file.
  - (Standard) Drop out insert- simplex printed 1/0 black ink on white or yellow 60# 8 ½" X 5 ½" paper. (If needed, pricing listed below).
- Postage invoice will be provided prior to each election and payment MUST be in house prior to mailing date or mailing may be delayed.

Pricing:

- This pricing is for the VBM election materials provided only.
- Pricing is based on materials for the election being placed at one time.
- Quantities and final approvals must be received at least 6 weeks prior to first mail date.
- Client is responsible for any shipping or delivery charges.
- Any special programming or set up work outside of the original scope will be charged at $125/hour.

- Fidlar will charge:
  - Election Set up: **$250.00**
  - Domestic **Initial** Mail Packages: General: **$1.37/ single ballot package**
  - Domestic **Daily** Mail Packages: General: **$1.87/ single ballot package**
  - If additional multipage Ballot required (Initial Domestic drop)**: $0.58/ per additional ballot**
  - If additional multipage Ballot required (Daily)**: $0.63/ per additional ballot**
  - Inserts(If required)
    - Drop out Insert – White **$39.65/thousand**
    - Drop out Insert- Yellow **$44.90/thousand**

- Any leftover materials specifically printed for this project will be invoiced back to the CLIENT at the completion of the project.

6851 TPC Drive, Orlando, FL 32822-5141
Telephone 407-351-0232 ● Fax 407-363-4586
1-800-852-3174 ● www.cathedralcorporation.com

PROJECT PRICE QUOTE

DATE: 8/26/20

Terms:

- 30 days

To accept this pricing, please sign, date and return back this quote to my attention.
After reviewing this information, please let me know if you have any questions. Thank you.

Price Approval:

Signature: _____ Date: _____

PHOENIX Graphics, Inc.

		Quotation No:	*103890*
Customer Account:	*79858374*	**Quotation Date:**	*8/24/2020*
Name:	*Williamson County*	**Sales Rep:**	*House*
Address:		**CSR:**	*Mark Stavalone*
	,		
Contact:			
Phone:			

Dear ,

Phoenix Graphics is pleased to provide you with the following quotation. Please call (585) 232-4040 or fax (585) 232-5642 with any questions.

Outer Envelope

Finished Page Size: 6.5 X 9.5
Paper: 6.5 x 9.5 Green Envelope
Required Bleeds: No
Inks Side A: 1 Color
Inks Side B: None
Prepress: Customer to supply print ready files, a PDF proof will be provided
Finishing: Gather Materials, Stuff, Seal, Inkjet Address and Deliver to Post Office

Return Envelope

Finished Page Size: 6 X 9
Paper: 6 x 9 Yellow Return Envelope
Required Bleeds: No
Inks Side A: 2 Color
Inks Side B: 2 Color
Prepress: Customer to supply print ready files, a PDF proof will be provided
Finishing: Gather Materials, Stuff, Seal, Inkjet Address and Deliver to Post Office

Secrecy Envelope

Finished Page Size: 5.75 X 8.75
Paper: 5.75 x 8.75 White Wove Envelope
Required Bleeds: No
Inks Side A: 1 Color
Inks Side B: 1 Color
Prepress: Customer to supply print ready files, a PDF proof will be provided
Finishing: Gather Materials, Stuff, Seal, Inkjet Address and Deliver to Post Office

Thank you for the opportunity to quote on this job. This quote is good for 30 days.

Approved by ***Title*** ***Date***

1525 Emerson Street • Rochester, New York 14606 • (585) 232-4040
N.Y.S. 1-800-262-3202 • FAX Line (585) 232-5642

PHOENIX Graphics, Inc.

		Quotation No:	*103890*
Customer Account:	*79858374*	**Quotation Date:**	*8/24/2020*
Name:	*Williamson County*	**Sales Rep:**	*House*
Address:		**CSR:**	*Mark Stavalone*
	,		
Contact:			
Phone:			

Dear ,

Phoenix Graphics is pleased to provide you with the following quotation. Please call (585) 232-4040 or fax (585) 232-5642 with any questions.

Letters - 2 Versions

Finished Page Size: 8.5 X 11
Paper: 60# Uncoated Text
Required Bleeds: Yes
Inks Side A: 1 Color
Inks Side B: 1 Color
Prepress: Customer to supply print ready files, a PDF proof will be provided
Finishing: Gather Materials, Stuff, Seal, Inkjet Address and Deliver to Post Office

Total Lots: 2

Ballot

Finished Page Size: 8.5 X 17
Paper: 80# Ballot Stock
Required Bleeds: Yes
Inks Side A: 1 Color
Inks Side B: 1 Color
Prepress: Customer to supply print ready files, a PDF proof will be provided
Finishing: Gather Materials, Stuff, Seal, Inkjet Address and Deliver to Post Office

Quantity	*Price*
25,000	*$66,250*

**** Postage Not Included in Price**

Thank you for the opportunity to quote on this job. This quote is good for 30 days.

Approved by ***Title*** ***Date***

1525 Emerson Street • Rochester, New York 14606 • (585) 232-4040
N.Y.S. 1-800-262-3202 • FAX Line (585) 232-5642

Williamson County, TX

Budget Estimates

Description: Ballot Printing – 80#

- ✓ 11-14" Ballot = **$ .24 per ballot card**
- ✓ 18" Ballot = **$ .25 per ballot card**
- ✓ 22" Ballot = **$ .26 per ballot card**
- ✓ Test Decks Pre-filled = **$ .40 per ballot card**
- ✓ Database Set-up = **$2,000**
- ✓ Standard ground shipping to *(or designated local facility)* = **Included if presented in Phoenix. Actual shipping if presented in Williamson County.**
- ✓ **The city is responsible for applicable taxes**

Description: Outgoing Process

- ✓ Insertion (up to 3 pieces) = **$ .24 per packet**
- ✓ Insertion (beyond (3) pieces) = **$ .05 per additional piece**
- ✓ Election Set-up = **$2,000**
- ✓ Mailing Services = **Included**
- ✓ USPS Mailing Coordination & Statements = **Included**
- ✓ **Postage = Actual USPS Automation rates**

Description: Envelopes/Inserts

- ✓ Outgoing 6 1/8 X 9 7/8" White Envelope 2 color = **$ .18 per envelope**
- ✓ Reply 5 7/8" X 9" White Envelope 2 color = **$ .12 per envelope**
- ✓ Secrecy 5.75" X 9.25" White Envelope = **$ .10 per envelope**
- ✓ Voter Instruction Insert 8.5" x 11" folded to 5 ½" x 8 ½" 2 color = **$.10 each**
- ✓ Additional Inserts 5.5" x 8.5" color = **$.08 each**
- ✓ USPS Mail Piece Consult and Design = **Included**
- ✓ Initial Envelope Composition = **Included**

Estimated Pricing Summary:

- Ballot 17" – 25,000 x $.25 = **$6,250**
- Insertion of Ballot and all Periphery Materials – 25,000 x $.39 = **$9,750**
- Outgoing envelope – 25,000 x $.18 = **$4,500**
- Reply envelope – 25,000 x $.12 = **$3,000**
- Secrecy envelope – 25,000 x $.10 = **$2,500**
- Voter instruction insert – 25,000 x $.10 = **$2,500**
- Dear Voter Letter insert – 25,000 x $.08 = **$2,000**
- Setup fees = **$4,000**

Total Estimated Cost = $34,500 (not including shipping and postage)
Price per mail packet = $1.38

Pricing Adjustment

- ✓ For any election in which quantity or page count is not consistent with above, Runbeck will provide the County with a revised quote that reflects the actual quantity and page count.

Commissioners Court - Regular Session **76.**

Meeting Date: 09/01/2020

MOT Opioid Project Extension

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the contract between Texas Health and Human Service Commission and Williamson County related to the funding for Opioid Emergency Response Pilot Project as administered by Williamson County Mobile Outreach Team.

Background

This agreement provides funding for personnel and items related to Williamson County Mobile Outreach Team's work on the Opioid Emergency Response Pilot Project. This contract is an extension of the existing contract supporting the program. TxHHSC has requested the extension until December 21, 2020 to alleviate contracting delays within HHSC. The contract has been reviewed by Williamson County Legal, Audit, Purchasing and Emergency Services. As another governmental entity, Texas Health and Human Services Commission has requested that Williamson County first approve and sign the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 05:05 PM
County Judge Exec Asst.	Andrea Schiele	08/14/2020 08:19 AM
Form Started By: Michael Knipstein		Started On: 08/13/2020 01:22 PM
Final Approval Date: 08/14/2020		

DocuSign Envelope ID: 8C042645-4A99-441F-A7A9-AA77DB73FD9F

HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000563100001
AMENDMENT NO. 1

The Health and Human Services Commission ("HHSC" or "System Agency") and **WILLIAMSON COUNTY** ("Grantee"), each a "Party" and collectively the "Parties," entered to the Opioid Emergency Response Pilot Project Services Contract ("Contract") effective November 15, 2019, and denominated HHSC Contract No. HHS000563100001, and now desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract to December 31, 2020, allocate additional funding, and revise attachments.

NOW, THEREFORE, the Parties hereby amend and supplement the Contract as follows:

1. This Amendment shall be effective upon September 30, 2020, provided it is signed below by all Parties on or before said date.

2. The Contract term is revised to terminate on December 31, 2020.

3. This Amendment adds funding in Fiscal Year 2021 in the amount of **$166,667.00** for the term of September 30, 2020, through December 31, 2020.

4. The Total Contract Value increases to **SIX HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS ($666,667.00).**

5. "Attachment A, Statement of Work," is replaced by "Attachment A-1, Revised Statement of Work (Revised September 2020)," which makes the following changes to "Attachment A, Statement of Work":

   (1) Replaces all of the content in Section "**I. PURPOSE"** with the following:

   The purpose of this program is to reduce opioid and stimulant overdose death and improve access to opioid and stimulant response services through partnership with Emergency Medical Services programs. Grantee will establish and provide oversight for a single-site integrated Emergency Medical Services (EMS) Opioid Response program.

   EMS Opioid Response programs combine prevention, treatment, and recovery support strategies with a primary focus on reducing overdose death. EMS Opioid Response programs implement programming using four key strategies: provide overdose reversal education and disseminate opioid overdose reversal medication; provide induction onto U.S. Food and Drug Administration approved medications used to treat opioid use disorder and link patients to ongoing care; provide peer recovery support services; and provide community pre-hospital health care provider follow-up and support.

DocuSign Envelope ID: 8C042645-4A99-441F-A7A9-AA77DB73FD9F

(2) Replaces all of the content in Section "**I. GOALS**" with the following:

1. To prevent opioid and stimulant overdose death and increase access to opioid and stimulant treatment and recovery services.

A. Achieve a target rate of 25 persons served per month when program is fully operational.

B. Each EMS site will achieve 30% patient engagement on medication-assisted treatment longer than 30 calendar days.

(3) Replaces all of the content in Section "**I. TARGET POPULATION**" with the following:

The primary population is all Texas residents at risk for opioid and stimulant overdose.

(4) Replaces entirely subsections "A.1., A.2., and A.3." of Section "**II. GRANTEE RESPONSIBILITIES**" with the following:

A. Grantee will provide integrated opioid and stimulant response prevention, treatment, and recovery services and activities:

1. to the target populations approved by the System Agency;

2. as approved by HHSC.

3. The EMS provider site must be actively serving persons within the target population following the date of the interagency contract agreement execution.

(5) Replaces entirely subsections "B.1.a., B.1.b., B.1.c., and B.1.d." of Section "**II. GRANTEE RESPONSIBILITIES**" with the following:

a. Coordinate Health and Human Services Commission (HHSC) approved overdose prevention education trainings for the participating EMS site. Require a minimum of 25% of clinic staff attend this training within three (3) months of project start date and 75% of staff receive training within three (3) months of project start date.
Deliverable: Submit a report that details the number of attendees, pre and post surveys, as well as attendee profession type by the 15th of the third month. This report will be labeled as Overdose Prevention Training Report.

b. Host at least one (1) SYSTEM AGENCY approved overdose prevention community education training prior to the third month of project start.
Deliverable: Submit a report that includes participant demographic information and pre and post surveys on or before the 15th day of the third month.

c. Provide and track overdose prevention education/training to a minimum of 25% of patients, partners, and supportive allies.

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Deliverable: Submit monthly reports documenting provision of overdose prevention education/training including demographic information in a SYSTEM AGENCY-agency approved format due on the 15th of the following month.

d. Purchase and make available for distribution, supplies that aid in reducing opioid overdose risk including but not limited to overdose reversal kits that include overdose reversal medications. These materials should be made available concurrent with individual and group overdose prevention education and upon patient, partner, supportive ally request. Fentanyl testing supplies may not be purchased.
Deliverable: Submit SYSTEM AGENCY approved opioid overdose reversal application and documentation methods to track both provision of overdose reversal medication and overdose reversals and will be due on the 15th of the following month.

(6) Replaces entirely subsections "C.1., C.2., C.3., and C4." of Section "**II. GRANTEE RESPONSIBILITIES**" with the following:

1. Designate prescriber(s) of buprenorphine for the treatment of Opioid Use Disorder (OUD), and to ensure the designated provider(s) prescribing physician, nurse practitioners, and/or physician assistants participate in DATA 2000 Waiver Training and obtain the waiver to prescribe provide buprenorphine for the treatment of opioid use disorder for each designated prescriber at the EMS sites within 30 calendar days of contract execution.
Deliverable: Submit a report that lists waivered prescribing practitioners 45 calendar days from contract start date.

2. Require each of the participating EMS sites to have two (2) mentors per site, an EMS Opioid Response pilot site mentor, and a Office Based Opioid Treatment (OBOT) mentor. An ongoing participation in a SYSTEM AGENCY-approved peer mentorship program by both an EMS Opioid Response pilot program and an OBOT provider is required by each site.
Deliverable: Submit monthly documentation of peer mentorship activities due on the 15th of the following month.

3. Provide universal screening for opioid and stimulant use disorder.
Deliverable: Submit documentation of each clinic's policy requiring universal screening for opioid and stimulant use disorder and shall submit a copy of the screening tool within 30 calendar days of contract execution, and monthly patient screening reports in a SYSTEM AGENCY-approved format due on the 15th of the following month.
Establish Memorandum of Agreement (MOA)s with local Outreach Screening Assessment and Referral providers to facilitate admission into

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ongoing Medication Assisted Treatment. MOAs must be made available upon request.

4. Within 24 hours of identification of a patient with OUD, make available through a process of informed consent, induction onto buprenorphine for uninsured and under-insured patients with a diagnosis of opioid use disorder.
   Deliverable: Submit documentation of each EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies within 30 calendar days of contract execution. Submit monthly patient induction reports including individualized plans for long term care and referrals in a SYSTEM AGENCY-approved format due on the 15th of the following month.

(7) Replaces entirely subsection "D. Peer Recovery Support" of Section "**II. GRANTEE RESPONSIBILITIES**" with the following:

Peer Recovery Support – Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of reoccurrence. Peer support services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. This strategy integrates peer recovery support into a traditional primary care environment. Grant will:

1. Coordinate SYSTEM AGENCY approved recovery support education and training. Require a minimum of 25% of clinic staff attend this training within three (3) months of project start date and 75% of staff receive training within three (3) months of contract execution.
   Deliverable: Submit a report during the third month of the project that details number of attendees, pre and post surveys, as well as attendee profession. This report will be labeled as Recovery Support Education and Training Report.

2. Contract with or staff certified peer recovery coaches. Recovery coaches must be available on an on-call basis to provide peer recovery support services for patients for a minimum of eight (8) consecutive days after identification or induction and then once a week thereafter.
   Deliverable: Submit a monthly patient engagement and retention report in a SYSTEM AGENCY-approved format due on the 15th of the following month. This report shall be labeled as Monthly Recovery Support Engagement and Retention Report.

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(8) Replaces entirely subsection "E. Community Paramedicine Follow-up and Support" of Section "**II. GRANTEE RESPONSIBILITIES**" with the following:

EMS Community Paramedicine Follow-up and Support – incorporates community paramedicine, a healthcare model that allows paramedics and EMTs to expand their role to provide non-crisis public health and preventive healthcare services. Grantee will:

1. Require that all patients identified as being at risk for opioid and stimulant overdose or opioid and stimulant use disorder receive follow-up and support by Paramedics and EMT's, to address any co-occurring opioid and stimulant use disorder and primary healthcare issues. Paramedics and EMTs must be available to provide primary care consultation and support services for patients for a minimum of eight (8) consecutive days after identification or induction and then once a week thereafter. A follow up includes making contact with the patient and providing any of the following: health and wellness screening and/or assessment, referral to services, listening to patient concerns and answering questions.
   Deliverable: Submit a monthly patient engagement and retention report in a SYSTEM AGENCY-approved format due on the 15th of the following month. This report shall be labeled as Patient Engagement and Retention Report.

Replaces entirely Section "**III. REPORTING REQUIREMENTS**" with the following:

(9) Grantee will submit all deliverables identified in Attachment A by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us and ttor@hhsc.state.tx.us and to the assigned contract manager, unless otherwise noted. Grantee's duty to submit required documents will survive the termination or expiration of this Contract. Grantee will:

1. Note all communication to the SubstanceAbuse.Contracts@hhsc.state.tx.us mailbox must include Grantee's Contract Number, legal entity name, and purpose in the email subject line.
2. Submit monthly invoices in CMBHS for utilization of funds to support the activities within the Attachment A due no later than the 15th of the following month. The monthly invoice shall represent the activities conducted in the previous month. All supportive documents supporting the invoices shall be submitted to the assigned contract manager and the Substance Abuse Contract Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.

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3. Submit Financial Status Reports (FSRs) in CMBHS by the last business day of the month following the end of each quarter of the contract term. The final FSR is due within 45 days after Contract end date.

4. Reporting Table Outlined Below:

Requirement	Due Date	Report
Section II. B. 1	on or before the 15th day of the third month from contract execution	Overdose Prevention Training Report
Section II. B. 2	on or before the 15th day of the third month from contract execution	Provide a report of that includes participant demographic information and pre and post surveys.
Section II. B. 3	15th of each month following the month being reported	Provision of overdose prevention education/training Report
Section II. B. 4	15th of each month following the month being reported	Opioid overdose reversal application and documentation methods to track both provision of overdose reversal medication and overdose reversals.
Section II. C. 1	45 calendar days from contract execution	Report that lists waivered prescribing practitioners.
Section II. C. 2	15th of each month following the month being reported	Submit documentation of peer mentorship activities.
Section II. C. 3	15th of each month following the month being reported	Submit Documentation of each clinic's policy requiring universal screening for opioid use disorder.
Section II. C. 3	30 calendar days from contract execution	Submit a copy of the screening tool
Section II. C. 4	30 calendar days from contract execution	Submit documentation of each EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies.

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Section II. C. 4	15th of each month following the month being reported	Patient Induction Report
Section II. D. 1	on or before the 15th day of the third month from contract execution	Recovery Support Education and Training Report
Section II D. 2	15th of each month following the month being reported	Recovery Support Engagement and Retention Report
Section II. E. 1	15th of each month following the month being reported	Patient Engagement and Retention Report
Section II. F	15th of each month following the month being reported	Government Performance and Results Act (GPRA) Compliance Reports
Section IV. E	15 calendar days after contract execution, and April 15th	CMBHS Security Attestation Form, and a list of Grantee's employees, contracted laborers and subcontractors authorized to have access to secure data.

6. "Attachment B, Categorical Budget" is replaced by "Attachment B-1, Revised Categorical Budget (Revised September 2020)."

7. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. HHS000563100001

HEALTH AND HUMAN SERVICES COMMISSION	**WILLIAMSON COUNTY**
	Judge Bill Gravell
Date of Signature: _____	Date of Signature: _____

The following attachments are incorporated as part of the Contract:

- ATTACHMENT A-1, REVISED STATEMENT OF WORK (SOW) (REVISED SEPTEMBER 2020)
- ATTACHMENT B-1, REVISED CATEGORICAL BUDGET (REVISED SEPTEMBER 2020)
- FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

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Attachment A-1
Statement of Work (SOW)
REVISED SEPTEMBER 2020

I. PURPOSE

The purpose of this program is to reduce opioid and stimulant overdose death and improve access to opioid and stimulant response services through partnership with Emergency Medical Services programs. Grantee will establish and provide oversight for a single-site integrated Emergency Medical Services (EMS) Opioid Response program.

EMS Opioid Response programs combine prevention, treatment, and recovery support strategies with a primary focus on reducing overdose death. EMS Opioid Response programs implement programming using four key strategies: provide overdose reversal education and disseminate opioid overdose reversal medication; provide induction onto U.S. Food and Drug Administartion approved medications used to treat opioid use disorder and link patients to ongoing care; provide peer recovery support services; and provide community pre-hospital health care provider follow-up and support.

GOALS

1. To prevent opioid and stimulant overdose death and increase access to opioid and stimulant treatment and recovery services.
   A. Achieve a target rate of 25 persons served per month when program is fully operational.
   B. Each EMS site will achieve 30% patient engagement on medication-assisted treatment longer than 30 calendar days.

TARGET POPULATION

The primary population is all Texas residents at risk for opioid and stimulant overdose.

II. GRANTEE RESPONSIBILITIES

1. PROGRAM IMPLEMENTATION
   A. Grantee will provide integrated opioid and stimulant response prevention, treatment, and recovery services and activities:
      a. to the target populations approved by the System Agency;
      b. as approved by HHSC.
      c. The EMS provider site must be actively serving persons within the target population following the date of the interagency contract agreement execution.

   B. EMS Opioid Response program grantee will utilize four (4) basic strategies to provide integrated and collaborative opioid response services:
      a. **Overdose Prevention Education and Naloxone -** This strategy provides education to patients, family, friends and supportive allies on how to recognize and respond to an overdose event and provides access to opioid overdose reversal medications. Grantee will:

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1. Coordinate Health and Human Services Commission (HHSC) approved overdose prevention education trainings for the participating EMS site. Require a minimum of 25% of clinic staff attend this training within three (3) months of project start date and 75% of staff receive training within three (3) months of project start date.
   Deliverable: Submit a report that details the number of attendees, pre and post surveys, as well as attendee profession type by the 15th of the third month. This report will be labeled as Overdose Prevention Training Report.

2. Host at least one (1) SYSTEM AGENCY approved overdose prevention community education training prior to the third month of project start.
   Deliverable: Submit a report that includes participant demographic information and pre and post surveys on or before the 15th day of the third month.

3. Provide and track overdose prevention education/training to a minimum of 25% of patients, partners, and supportive allies.
   Deliverable: Submit monthly reports documenting provision of overdose prevention education/training including demographic information in a SYSTEM AGENCY-agency approved format due on the 15th of the following month.

4. Purchase and make available for distribution, supplies that aid in reducing opioid overdose risk including but not limited to overdose reversal kits that include overdose reversal medications. These materials should be made available concurrent with individual and group overdose prevention education and upon patient, partner, supportive ally request. Fentanyl testing supplies may not be purchased.
   Deliverable: Submit SYSTEM AGENCY approved opioid overdose reversal application and documentation methods to track both provision of overdose reversal medication and overdose reversals and will be due on the 15th of the following month.

C. Induction onto Medications and Coordinated Treatment- A person that survives an opioid overdose with the use of opioid overdose reversal medications immediately experiences withdrawal symptoms. Untreated symptoms often times result in a recurrence to use of opioids leaving the person vulnerable to a fatal overdose. Symptoms of withdrawl can be managed with FDA-approved medications used to treat opioid use disorder. This strategy links the individual/person/patient with ongoing treatment services by providing induction onto medication used to treat opioid use disorder.

Grantee will:

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1. Designate prescriber(s) of buprenorphine for the treatment of Opioid Use Disorder (OUD), and to ensure the designated provider(s) prescribing physician, nurse practitioners, and/or physician assistants participate in DATA 2000 Waiver Training and obtain the waiver to prescribe provide buprenorphine for the treatment of opioid use disorder for each designated prescriber at the EMS sites within 30 calendar days of contract execution. **Deliverable: Submit a report that lists waivered prescribing practitioners 45 calendar days from contract start date.**

2. Require each of the participating EMS sites to have two (2) mentors per site, an EMS Opioid Response pilot site mentor, and a Office Based Opioid Treatment (OBOT) mentor. An ongoing participation in a SYSTEM AGENCY-approved peer mentorship program by both an EMS Opioid Response pilot program and an OBOT provider is required by each site. **Deliverable: Submit monthly documentation of peer mentorship activities due on the 15th of the following month.**

3. Provide universal screening for opioid and stimulant use disorder. **Deliverable: Submit documentation of each clinic's policy requiring universal screening for opioid and stimulant use disorder, and shall submit a copy of the screening tool within 30 calendar days of contract execution, and monthly patient screening reports in a SYSTEM AGENCY-approved format due on the 15th of the following month.** Establish Memorandum of Agreement (MOA)s with local Outreach Screening Assessment and Referral providers to facilitate admission into ongoing Medication Assisted Treatment. MOAs must be made available upon request.

4. Within 24 hours of identification of a patient with OUD, make available through a process of informed consent, induction onto buprenorphine for uninsured and under-insured patients with a diagnosis of opioid use disorder.
   Deliverable: Submit documentation of each EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies within 30 calendar days of contract execution. Submit monthly patient induction reports including individualized plans for long term care and referrals in a SYSTEM AGENCY-approved format due on the 15th of the following month.

D. Peer Recovery Support – Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of reoccurrence. Peer support services

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can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. This strategy integrates peer recovery support into a traditional primary care environment. Grant will:

1. Coordinate SYSTEM AGENCY approved recovery support education and training. Require a minimum of 25% of clinic staff attend this training within three (3) months of project start date and 75% of staff receive training within three (3) months of contract execution.
   Deliverable: Submit a report during the third month of the project that details number of attendees, pre and post surveys, as well as attendee profession. This report will be labeled as Recovery Support Education and Training Report.
2. Contract with or staff certified peer recovery coaches. Recovery coaches must be available on an on-call basis to provide peer recovery support services for patients for a minimum of eight (8) consecutive days after identification or induction and then once a week thereafter.
   Deliverable: Submit a monthly patient engagement and retention report in a SYSTEM AGENCY-approved format due on the 15th of the following month. This report shall be labeled as Montly Recovery Support Engagement and Retention Report.

E. EMS Community Paramedicine Follow-up and Support – incorporates community paramedicine, a healthcare model that allows paramedics and EMTs to expand their role to provide non-crisis public health and preventive healthcare services. Grantee will:

1. Require that all patients identified as being at risk for opioid and stimulant overdose or opioid and stimulant use disorder receive follow-up and support by Paramedics and EMT's, to address any co-occurring opioid and stimulant use disorder and primary healthcare issues. Paramedics and EMTs must be available to provide primary care consultation and support services for patients for a minimum of eight (8) consecutive days after identification or induction and then once a week thereafter. A follow up includes making contact with the patient and providing any of the following: health and wellness screening and/or assessment, referral to services, listening to patient concerns and answering questions.
   Deliverable: Submit a monthly patient engagement and retention report in a SYSTEM AGENCY-approved format due on the 15th of the following month. This report shall be labeled as Patient Engagement and Retention Report.

F. Grantee will submit GPRA (Government Performance and Results Act) compliance reports for individuals receiving treatment or recovery services using the funds from this contract. These reports will be completed at intake, six-month follow-up, and discharge. These reports may be conducted by phone. If only referrals are made to treatment or recovery, Grantee does not have to

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submit GPRA reports. Additionally, the six-month follow-up may be conducted between months five through seven, depending on the individual's availability. **Deliverable: Submit the individual GPRA reports monthly by the 15th day of the following month using a SYSTEM AGENCY-approved format.**

III. REPORTING REQUIREMENTS:

Grantee will submit all deliverables identified in Attachment A by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us and ttor@hhsc.state.tx.us and to the assigned contract manager, unless otherwise noted. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.

Grantee will:

1. Note all communication to the SubstanceAbuse.Contracts@hhsc.state.tx.us mailbox must include Grantee's Contract Number, legal entity name, and purpose in the email subject line.
2. Submit monthly invoices in CMBHS for utilization of funds to support the activities within the Attachment A due no later than the 15th of the following month. The monthly invoice shall represent the activities conducted in the previous month. All supportive documents supporting the invoices shall be submitted to the assigned contract manager and the Substance Abuse Contract Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.
3. Submit Financial Status Reports (FSRs) in CMBHS by the last business day of the month following the end of each quarter of the contract term. The final FSR is due within 45 days after Contract end date.
4. Reporting Table Outlined Below:

Requirement	Due Date	Report
Section II. B. 1	on or before the 15th day of the third month from contract execution	Overdose Prevention Training Report
Section II. B. 2	on or before the 15th day of the third month from contract execution	Provide a report of that includes participant demographic information and pre and post surveys.
Section II. B. 3	15th of each month following the month being reported	Provision of overdose prevention education/training Report
Section II. B. 4	15th of each month following the month being reported	Opioid overdose reversal application and documentation methods to track both provision of overdose reversal medication and overdose reversals.

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Section II. C. 1	45 calendar days from contract execution	Report that lists waivered prescribing practitioners.
Section II. C. 2	15th of each month following the month being reported	Submit documentation of peer mentorship activities.
Section II. C. 3	15th of each month following the month being reported	Submit Documentation of each clinic's policy requiring universal screening for opioid use disorder.
Section II. C. 3	30 calendar days from contract execution	Submit a copy of the screening tool
Section II. C. 4	30 calendar days from contract execution	Submit documentation of each EMS site's diversion control policy, the informed consent form, and patient engagement and retention policies.
Section II. C. 4	15th of each month following the month being reported	Patient Induction Report
Section II. D. 1	on or before the 15th day of the third month from contract execution	Recovery Support Education and Training Report
Section II D. 2	15th of each month following the month being reported	Recovery Support Engagement and Retention Report
Section II. E. 1	15th of each month following the month being reported	Patient Engagement and Retention Report
Section II. F	15th of each month following the month being reported	Government Performance and Results Act (GPRA) Compliance Reports
Section IV. E	15 calendar days after contract execution, and April 15th	CMBHS Security Attestation Form, and a list of Grantee's employees,

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		contracted laborers and subcontractors authorized to have access to secure data.

IV. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Unless other wised noted, Grantee will:

A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current within .

B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.

C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

D. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.

E. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically twice a year, within fifteen (15) days of contract execution, and on April 15, 2019, to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).

F. Document prevention, treatment, and recovery activities and services of each participant and/or patient in System Agency Clinical Management for Behavioral Health Services (CMBHS) system in accordance with the Contact and instructions provided by System Agency, unless otherwise noted. If CMBHS is unavailable, System Agency shall provide an alternative record keeping process. Grantee shall ensure the following:

   a. Maintain all documents that require participant or staff signature in the physical record for review by System Agency.
   b. Upload documentation that is handwritten and not transcribed into the CMBHS record.
   c. Document the following in CMBHS (these data points are subject to change):
      1. Client
      2. Progress Note;
      3. Medication Order (for patients inducted onto Buprenorphine);
      4. Consent for Release of Information (including revoke consent when appropriate);
      5. Referral;
      6. Performance Measures;
      7. Screening (as needed);

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8. Psychoeducational Note to document group education and support group activities (as needed); and
9. Administrative Note to document any other activities (as needed).

d. Attend System Agency training on CMBHS documentation.

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ATTACHMENT B-1
REVISED CATEGORICAL BUDGET
(REVISED SEPTEMBER 2020)

Contractor Name: WILLIAMSON COUNTY

Contract Number: HHS000563100001

A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the HHSC Substance Use Disorder project(s), which includes this contract.

B. The Catalog of Federal Domestic Assistance (CFDA) funds, if any, are listed on the Categorical Budget as part of the System Agency Share.
   1. State Opioid Response Grant (SOR), CFDA 93.788
   2. State General Revenue

C. Total reimbursements will not exceed the System Agency Share, as stated in the Categorical Budget, for each state fiscal year.

D. System Agency Share contain funds from the Texas Targeted Opioid Response (TTOR), CFDA number 93.788.

E. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

F. Contractor Share (Match)
Match is not required using State Targeted Response to the Opioid Crisis funds CFDA number 93.788

G. Funding
   1. System Agency Share Total Contract Value is $666,667.00, which is allocated as follows:
      i. FY20 for the term of October 1, 2019 through September 29, 2020 is allocated $500,000.00;
      ii. FY21 for the term of September 30, 2020 through December 31, 2020 $166,667.00.

H. Cost Reimbursement Budget

   1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and

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request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.

2. The Cost Reimbursement budget documents all approved and allowable expenditures; Contractor shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Contractor requests to utilize funds for an expense not documented on the approved budget, Contractor shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.

3. Contractor may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the twenty-five (25) percent requirement stated in Section 21.05 of the 2016 General Provisions, by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

4. Contractor may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Contractor shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

5. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Contractor's indirect cost amount, which may require Contractor to provide additional supporting documentation to the assigned contract manager.

I. Contractor will submit invoices to System Agency through CMBHS monthly.

J. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

K. Categorical budget

1. Below is the approved cumulative Categorical budget for the contract term September 30, 2020 through December 31,2020 as follows:

PERSONNEL	$75,794.00
FRINGE BENEFITS	$29,786.00
TRAVEL	$0.00
EQUIPMENT	$0.00

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SUPPLIES	$5,000.00
CONTRACTUAL	$20,667.00
OTHER	$35,420.00
TOTAL DIRECT CHARGES	$166,667.00
INDIRECT CHARGES	$0.00
TOTAL CONTRACT VALUE	$166,667.00
MATCH	$0.00
SYSTEM AGENCY SHARE	$166,667.00

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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com | | | | | | - | | | | |	**Primary DUNS Number: 9-digits Required** http://www.dnb.com/us/ | | | | | | | | | |
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits | | | | | | | | | | | | | |

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Judge Bill Gravell	
Title of Authorized Representative	**Date**

DocuSign Envelope ID: 8C042645-4A99-441F-A7A9-AA77DB73FD9F

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. <u>Certification Regarding Percent (%) of Annual Gross from Federal Awards.</u>
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. <u>Certification Regarding Amount of Annual Gross from Federal Awards.</u>
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. <u>Certification Regarding Public Access to Compensation Information.</u>
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 8C0426454A99441FA7A9AA77DB73FD9F
Status: Sent
Subject: Amending $666,667.00; HHS000563100001; WILLIAMSON COUNTY A-1; HHSC MSS-IDD - SUDCMU
Source Envelope:
Document Pages: 34
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 168.60.148.50

Record Tracking

Status: Original
7/30/2020 9:54:47 AM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Judge Bill Gravell aburwell@wilco.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 7/30/2020 10:01:54 AM Viewed: 7/30/2020 1:25:04 PM
Trina Ita Trina.Ita01@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Annalee Arredondo Annalee.Arredondo@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/30/2020 10:01:53 AM Viewed: 8/3/2020 6:20:20 PM
SA Mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/30/2020 10:01:53 AM

Carbon Copy Events	Status	Timestamp
Wendy Jones Wendy.Jones01@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/30/2020 10:01:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2020 10:01:54 AM

Payment Events	Status	Timestamps

Commissioners Court - Regular Session **77.**

Meeting Date: 09/01/2020

Agreement

Submitted By: Wendy Coco, WC Radio Communication System (RCS)

Department: WC Radio Communication System (RCS)

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of an agreement between Williamson County Radio Communications Systems (RCS) and Round Rock Independent School District Police Department (RRISD PD).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:48 AM
Form Started By: Wendy Coco		Started On: 08/27/2020 10:36 AM
Final Approval Date: 08/27/2020		

WILLIAMSON COUNTY
RADIO COMMUNICATIONS SYSTEM
ASSOCIATES AGREEMENT FOR USE OF THE
WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM
BY THE ORGANIZATION KNOWN AS ROUND ROCK ISD PD

This Williamson County Radio Communications System Associates Agreement ("Agreement") for Use of The Williamson County Radio Communications System ("RCS") by the organization known as Round Rock ISD PD, ("RCS Associate") entered into by and between ("RCS Associate") and Williamson County, Texas ("County"), being collectively referred to as "the Parties", for the purpose of outlining the Parties' mutual obligations with respect to the organization becoming an RCS Associate in the Williamson County Radio Communications System ("RCS"). Accordingly, the Parties set forth their intent and understandings as follows:

RECITALS

WHEREAS, County and the organization known as; Round Rock ISD PD are parties to the Interlocal Agreement for the Establishment, Operation and Maintenance of the Williamson County Radio Communications System ("RCS"), as may be amended from time to time in accordance with the terms thereof ("RCS ILA Agreement"), which provides for the organizational and management structure for the ongoing administration, operation and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with operating, maintaining and upgrading the RCS;

WHEREAS, both County and RCS Associate are authorized pursuant to TEX. GOV'T CODE ANN., Chapter 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this Agreement;

WHEREAS, the RCS ILA Agreement authorizes County to enter into Interlocal Cooperation Agreements for use of the RCS with organizations that are eligible under FCC rules and regulations to use the licensed frequencies of the RCS;

WHEREAS, the organization known as, Round Rock ISD PD, has requested to become a RCS Associate, as that term is defined in the RCS ILA Agreement;

WHEREAS, the purpose of this Agreement is to allow the organization known as, Round Rock ISD PD, to become a RCS Associate and thereby be provided with access to and use of the RCS;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1.0 DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meanings given to them in the RCS ILA Agreement.

2.1 TERMS AND CONDITIONS

2.2 The RCS ILA Agreement, as attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement. In the event of any conflict between the provisions of this Agreement and the RCS ILA Agreement, the provisions of the most current, adopted revision of the, RCS ILA Agreement shall prevail.

2.3 RCS Associate hereby agrees to comply with all terms, conditions, covenants and obligations set forth in the RCS ILA Agreement and all such terms, conditions, covenants and obligations shall accrue and apply with equal effect to RCS Associate under the RCS ILA Agreement.

2.4 RCS Associate shall be afforded all of the rights and privileges afforded to "RCS Associates" under the RCS ILA Agreement.

2.5 RCS Associate shall perform all of the duties, responsibilities and obligations applicable to RCS Associates under the RCS ILA Agreement.

2.6 Pursuant to the RCS ILA Agreement, RCS Associate shall not be afforded any of the rights or privileges that are afforded to RCS Parties under the RCS ILA Agreement.

2.7 RCS Associate is authorized to access and use the type and quantity of Subscriber Units described in Exhibit "B", which is attached hereto and incorporated herein. RCS Associate shall not use any additional equipment or units on the RCS.

2.8 RCS Associate shall pay, in accordance with the terms of the RCS ILA Agreement, for the Subscriber Units authorized in Exhibit "B" based on the rates set forth therein.

2.9 If the number of Subscriber Units set forth on Exhibit "B" is amended during a Fiscal Year, RCS Associate shall pay County the amount due, which shall be based on the amended number of units and/or Subscriber Unit Fee, for the remainder of that Fiscal Year.

2.10 RCS Associate acknowledges and agrees that the Subscriber Unit Fee shall be adjusted, in accordance with the terms of the RCS ILA Agreement. RCS Associate further agrees to pay such adjusted fee in accordance with the RCS ILA Agreement and that RCS Associate shall be subject to any of the remedies set forth under the RCS ILA Agreement for any failure to make a payment.

2.11 RSC Associate expressly agrees that any request for assistance, troubleshooting, or questions regarding the operation, maintenance, functionality, or any other issues related to Subscriber Units shall be directed to County and shall not have any direct contact with manufacturers or software providers regarding the Subscriber Units.

2.12 In the event the governing body of RCS Associate fails to ratify and execute any subsequent amendments that are adopted in accordance with the terms of the RCS Agreement, the RCS Associate may, at the discretion of the Program Manager/Williamson County, under the guided recommendation of the RCS Advisory Board, as well as quorum recommendation from the Williamson County Commissioners Court, the RCS Associate may be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

3.1 TERM

3.2 Contingent Term. This Agreement is contingent upon both the continuation of the RCS Agreement and County's continued right to use the RCS under the RCS ILA Agreement. If County becomes no longer eligible to use the RCS for any reason or if the RCS ILA Agreement is otherwise terminated pursuant to its terms, this Agreement shall automatically terminate.

3.3 Initial Term. This Agreement shall commence on the date in which it is signed by the RCS Associate (intended) and executed Williamson County.

3.4 Automatic Renewal. If neither of the contingencies in 3.1 have occurred, this Agreement shall automatically renew on October 1st of each year for terms of one (1) year each.

3.5 Withdraw or Termination of Agreement. This Agreement can be terminated upon a minimum 90 day notification from the RCS Associate, in writing to the Program Manager/Williamson County, and the RCS Advisory Board. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Associate in accordance with Section 18 of the RCS ILA Agreement, herein, the withdrawing or terminated RCS Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement

4.0 MISCELLANEOUS PROVISIONS

4.1. 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 obligations of all Parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.

4.2. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

4.3. Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

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

4.5. Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

4.6. Assignment. RCS Associate may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of County. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement and the RCS ILA Agreement. This Agreement shall ensure to the benefit of, and be binding upon, the successors and assigns of the Parties.

4.7. No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the

safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

4.8. Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Williamson County RCS
Program Manager/System Manager
3171 SE Inner Loop
Georgetown, Texas 78626

RCS Advisory Board
3171 SE Inner Loop
Georgetown, Texas 78626

Williamson County
c/o: Williamson County Judge
710 S. Main Street
Georgetown, Texas 78626

Organization Known As, Round Rock ISD PD
c/o: Superintendent
1311 Round Rock Ave
Round Rock, TX 78681

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this provision.

4.9. Gender, Number and Headings. Words of any gender used in this Agreement 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 Agreement.

4.10. Attorney's Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

4.11. Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with the RCS Associate's zoning, franchise, or health and safety authority.

4.12. Dispute Resolution. Should dispute arise between the Parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to

attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the Parties may then litigate the dispute in a court of competent jurisdiction.

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

4.13. Abatement of Costs. RCS Associate shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

4.14. Independent Relationships. The Parties shall act in individual capacities 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 any other party for any purposes whatsoever.

4.15. Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all the Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

4.16. Entire Agreement. This Agreement and the RCS ILA Agreement constitute the entire agreement between the Parties and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on this_____day of _____, 201_.

WILLIAMSON COUNTY

By:_____
Bill Gravell, Jr
Williamson County Judge

APPROVED AS TO FORM:

_____ Date _____
Williamson County
Office of General Counsel

_____ Date _____
Williamson County
Contract Auditor

Organization Known As, Round Rock ISD PD

By: _____

Printed Name: Jeffrey D. Yarbrough

Title: Chief of Police Round Rock ISD

ATTEST:

By: _____ 8/27/2020

Exhibit "A"

Exhibit "B"

RCS Initial Subscriber Units (ISU) and Initial Rate Schedule

Agency Known as: Round Rock ISD PD

The initial number of ISUs and per unit monthly rate is as followed:

Cost Category	Number of ISU	Monthly Fee per each	Total Monthly Cost
RCS System Operations & Maintenance	**Subscriber Units No. 66**	**$ 28.18**	**$ 1859.88**

Reference Section 2, Subsection 2.9 related to approved changes to per unit Monthly cost

Commissioners Court - Regular Session **78.**

Meeting Date: 09/01/2020

TxDOT FY2021 Step Grant 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 to authorize the Williamson County Sheriff's Office to accept the Texas Department of Transportation (TxDOT) FY2021 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

Background

Texas Dept. of Transportation (TxDOT) annually offers the opportunity for law enforcement agencies to apply for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant. The STEP grant provides funding for overtime enforcement activities within high-crash areas throughout the fiscal year with special focus and media opportunities during five holiday periods: Christmas/New Year's, Spring Break, Memorial Day, Independence Day, and Labor Day. The enforcement focuses on five (5) activities; Driving While Intoxicated/Driving Under the Influence, Failure to Use Occupant Restraint (including child-passenger safety seats), Intersection Traffic Control, Speed Enforcement/Control, and Distracted Driving.

Through this grant, Williamson County is eligible to be reimbursed up to $27,712.23 for overtime costs associated with these enforcement activities. All participants are required to provide a minimum match of twenty percent (20%). Our match of $6,943.18 will be met through administrative salary and fringe benefit costs related to the implementation of the grant. The total grant will be $34,655.41. Attached is the grant agreement (not a binding document) and Electronic Signature Authorization Form required to accept the grant.

Staff recommends the following action: Give approval to accept the Texas Dept. of Transportation (TxDOT) FY2021 Selective Traffic Enforcement Program (STEP) Comprehensive Grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Mgmt. Request Questionnaire

TX Traffic Grant Agreement

Electronic Signature Authorization Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/20/2020 09:03 AM
Form Started By: Starla Hall		Started On: 08/10/2020 02:25 PM
Final Approval Date: 08/20/2020		

Grant Title/Project Name:	Selective Traffic Enforcement Program (STEP) FY2021 Grant
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2020
End Date:	9/30/2021
Please select request category:	Funding for overtime salaries
Describe the purpose of the grant in detail to include all requirements.	The STEP grant provides funding for overtime costs related to traffic enforcement activities within high-crash areas. Williamson County has been approved by Texas Department of Transportation (TxDOT) to be reimbursed up to $27,712.23 for overtime costs associated with the grant. A 20% match of $6,943.18 is required and will be met through administrative salary and fringe benefit costs associated with the implementation of the grant. The total of the grant is $34,655.41.
Select the type of grant your department is applying for:	Federal Pass-thru
What is the amount of the grant?	$34,655.41
Please provide a breakdown of the total cost above.	The grant total is $34,655.41, including $27,712.23 for overtime costs for enforcement activities and a 20% match of $6,943.18.
Is there a match requirement?	Yes
What is the source of the match?	The match will be met through administrative salary and fringe benefit costs associated with the implementation of the grant.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

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

paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Other than our required match, the only budgetary impact will be vehicle expenses related to traffic enforcement. Based on an average of miles driven per hour by patrol vehicles, the cost for will be approximately $4,300.00.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally required for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	$6,943.18.
ID	55
Version	1.0
Attachments	False
Created	7/30/2020 4:07 PM
Created By	Dana Foster
Modified	7/30/2020 4:07 PM
Modified By	Dana Foster

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: Williamson County Sheriff's Office

Legal Name: County of Williamson

Payee Identification Number: 17460009784052

Project Title: STEP Comprehensive

ID: 2021-WilliamsonCo-S-1YG-00056

Period: 10/01/2020 to 09/30/2021

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Williamson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2020.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **076930049**
FAIN:
18X9204020TX21
69A37521300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2020** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2021** unless terminated or otherwise modified.

Total Awarded: **$34,655.41**
Amount Eligible for Reimbursement by the Department: **$27,712.23**
Match Amount provided by the Subgrantee: **$6,943.18**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are

based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has

Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as

performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result

damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no 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.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **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;
- **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);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **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;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (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) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this

contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee 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 Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate

the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the

certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a

6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 (Federal, State or local) 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 (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf .

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement 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 Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices.
	Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From** 11/1/2018 **To** 10/31/2019

Baseline Measure	Arrests/Citations	Written Warnings	KA Crashes
Driving Under Influence (DUI)	301	0	18
Speed	4469	4635	12
Safety Belt	31	3	13
Child Safety Seat	62	0	
Intersection Traffic Control (ITC)	1129	3686	23
Distracted Driving Citations	0	0	0
Other Elements	4028	3055	4

If you have additional attachments, provide them on the "Attachments" page.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	16	
Reduce the number of Speed-related crashes to	10	
Reduce the number of Safety Belt-related crashes to	13	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	21	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	516	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

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OPERATIONAL PLAN

Zone Name :	Zone 1
Zone Location :	On Hwy 183 from FM 3405 to FM 970. This zone is is 4.67 miles to end at two major roads to provide safe locations to turn around.
Zone Hours :	
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/948241_337651-FY2021STEPZone1.pdf

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OPERATIONAL PLAN

Zone Name :	Zone 2
Zone Location :	On Hwy 79 from CR 132 to CR 373. This zone is 3.97 miles.
Zone Hours :	
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/948242_337651-FY2021STEPZone2.pdf

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$22,774.68	$5,706.10	$28,480.78
(200)	Fringe Benefits:	$4,937.55	$1,237.08	$6,174.63
	Sub-Total:	$27,712.23	$6,943.18	$34,655.41
Category II - Other Direct Costs				
(300)	Travel:	$0	$0	$0
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$0	$0	$0
	Sub-Total:	$0	$0	$0
Total Direct Costs:		$27,712.23	$6,943.18	$34,655.41
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$27,712.23	$6,943.18	$34,655.41
	Total Direct Costs:	$0	$0	$0
	Total Indirect Costs:	$0	$0	$0
Grand Total		$27,712.23	$6,943.18	$34,655.41
	Fund Sources (Percent Share):	79.97%	20.03%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Williamson

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Bill Gravell, Jr.
Title:	Williamson County Judge
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Dana Foster	Grant Manager, WCSO
2.	Brenda Staples	Finance Manager, WCSO
3.	Craig Gripentrog	Lieutenant, WCSO

Commissioners Court - Regular Session **79.**

Meeting Date: 09/01/2020

SAVNS Maintenance Grant Contract FY'21

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 Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2021.

Background

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (participating entities) including Williamson County, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to Williamson County by Appriss Inc., which is the vendor certified by the OAG.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAVNS Maint Grant Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2020 08:37 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 09:20 AM
Form Started By: Starla Hall		Started On: 08/26/2020 04:33 PM
Final Approval Date: 08/27/2020		

RE: FY 2021 SAVNS Grant Contract

Contract Number: 2112001

Grantee: Williamson County

Amount: $30,122.51

Executed:

Term: September 1, 2020 – August 31, 2021

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2112001

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Williamson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2020 and shall terminate August 31, 2021, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- **a.** 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- **b.** Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- **c.** Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- **d.** Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- **e.** Sections 9.3(b), 9.3(c). and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- **f.** Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;

j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and

k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

3.6 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The

imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format at no charge to the State, pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for

reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.3 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

4.3.6 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment

from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.8 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant

Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting

procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may

be subject to change during the term of the contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement

applies.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law

Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish

timely written notice to each other of any such claim.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.13 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the 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 OAG, the State of Texas, or any state agency.

11.14 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms

or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

OFFICE OF THE ATTORNEY GENERAL	Williamson County
_____	_____
Printed Name: _____	Printed Name: Bill Gravell
Office of the Attorney General	Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2112001

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
$24,478.16	$4,068.60	$1,575.75	$30,122.51

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

Exhibit B
FIRST CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

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 certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

_____ _____
Signature *Date*

_____ _____
Name *Title*

Acknowledged by Appriss, Inc.

_____ _____
Signature *Date*

_____ _____
Name *Title*

Exemplar

Certificate Of Completion

Envelope Id: D87D990C163947859FEF21524A755A68
Status: Sent
Subject: Please DocuSign: FY 2021 SAVNS Grant Contract
Template ID:
Source Envelope:
Document Pages: 22
Signatures: 0
Envelope Originator:
Certificate Pages: 7
Initials: 0
Karly Watson
AutoNav: Enabled
PO Box 12548
EnvelopeId Stamping: Disabled
Austin, TX 78711-2548
Time Zone: (UTC-06:00) Central Time (US & Canada)
Karly.Watson@oag.texas.gov
IP Address: 204.64.50.216

Record Tracking

Status: Original
8/19/2020 5:20:39 PM
Holder: Karly Watson
Karly.Watson@oag.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Bill Gravell bgravell@wilco.org Bill Gravell Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/1/2019 6:45:56 AM ID: ca766f98-0e0b-4d89-97c3-3b907f42c910		Sent: 8/19/2020 5:20:41 PM Viewed: 8/24/2020 8:24:12 AM
Melissa Foley Melissa.Foley@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Gene McCleskey Gene.McCleskey@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/14/2019 12:34:26 PM ID: 6a746d16-8742-4c15-ace2-f36a64c991b6		
Financial Litigation - FLD Attorney Review Signing Group: Financial Litigation - FLD Attorney Review Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Joshua Godbey Signing Group: Joshua Godbey Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Bruce WIlliamson Bruce.Williamson@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Mark Penley Mark.Penley@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Karly Watson karly.watson@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
FLD Contracts FLDcontracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Joshua Alexander Joshua.Alexander@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/19/2020 5:20:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

Commissioners Court - Regular Session **80.**

Meeting Date: 09/01/2020

SAVNS First Contract Renewal Agreement

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 First Contract Renewal of the Participating Entity Services Agreement for the Statewide Automated Victim Notification Service (SAVNS) with Appriss Inc., which is the statewide vendor to provide SAVNS to participating entities such as Williamson County.

Background

The Statewide Automated Victim Notification Service (SAVNS) program provides relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promotes public safety, and supports the rights of victims of crime. The Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide SAVNS to participating political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. The OAG certified and contracted with Appriss Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities. The OAG exercised its option to renew the OAG Certification Agreement with Appriss Inc., extending the term thereof to August 31, 2022 and it is necessary for Williamson County to consent to the renewal as a participating entity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAVNS Contract Renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 08:07 AM
Form Started By: Starla Hall		Started On: 08/26/2020 04:46 PM
Final Approval Date: 08/27/2020		

FIRST CONTRACT RENEWAL

PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No. 20202144900-526-01

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 certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Williamson County, TX ("Named Entity") as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-526-01 under which VENDOR would provide SAVNS to Named Entity (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Named Entity to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Named Entity as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Named Entity by:

Signature	*Date*
Name	*Title*

Acknowledged by Appriss Inc.

Signature	8/17/2020 *Date*
Joshua P. Bruner *Name*	EVP Operations, GM Victim Services & Programs *Title*

Commissioners Court - Regular Session **81.**

Meeting Date: 09/01/2020

Cisco Tele -Justice Systems and Installs at JP Courts TIPS 171001

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Data Projections, Inc. to provide and integrate new AV equipment into all the Williamson County Justice of Peace Courtrooms in the amount of $242,121.44 per the terms of TIPS Contract #171001 and authorizing execution of the agreement.

Background

This agreement will provide and integrate new AV equipment such as wall mounted monitors, cameras, speakers, touch screen controls for the Judges' benches, etc. with the existing AV equipment at the Williamson County Justice of the Peace courtrooms in Round Rock, Cedar Park, and Georgetown. Department point of contact is Richard Semple. Funding Source is Cares Funding 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:45 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:31 AM
Form Started By: Andrew Portillo		Started On: 08/26/2020 10:15 AM
Final Approval Date: 08/27/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Data Projections, Inc (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

A. Vendor Quote dated _____;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement 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.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Vendor 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

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

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

WILLIAMSON COUNTY:	Vendor:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: 8/24, 2020

DATA PROJECTIONS

WILCO - Tele-Justice Systems and Installs at JP Courts - TIPS 171001

Quote # 006591
Version 4

Prepared for:

Williamson County

Bill Gravell
ctyjudge@wilco.org

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Monday, August 24, 2020

Williamson County
Bill Gravell
1821 SE Inner Loop
Georgetown, TX 78626
ctyjudge@wilco.org

RE: WILCO - Tele-Justice Systems and Installs at JP Courts - TIPS 171001

Dear Bill,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding Tele-Justice capabilities and Hallway Overflow displays to all JPC Courts.

-Project Location:
Williamson JP Courtrooms
To be provided
Georgetown, Cedar Park and Round Rock Tx.

-Onsite Point of Contact:
Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK

Data Projections will provide and integrate new AV equipment and existing AV equipment into all of the WILCO JPC Courtrooms as summarized below.

JP 1 – Round Rock

Video:

- Qty. 4 – Wall Mounted (Swivel Mounts) 75" Displays
  - Since there is no projector like the Justice Center Courts, we're going with a larger display
  - Displays to be mounted on wall similar to those in Justice Center Courts
- Qty. 1 – Panasonic 55" display for overflow outside courtroom
- Qty. 3 – OFE Jury Monitors
  - We'll simply connect a NVX Decoder to each of these displays
  - The CAT cable is already in place for these displays
- New HDMI input at Judges Bench
- OFE Barco Clickshare
  - We'll need to keep this in the Courtroom and connect it to an NVX Encoder
- Additional HDMI input location TBD (Doc Cam/other possible source)

Video Conferencing:

- System will mirror functionality of Justice Center Courts
- DPI will provide and Integrate a new Cisco VTC to allow for Video Sessions with Remote participants.

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Executive Summary

- DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image of Judge's bench and/or Attorney's Tables area.
- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtroom to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

Audio System:

- New Speakers
  - Two Zones (Front and Back)
- DSP will have VOIP capabilities similar to Justice Center Courts
- Qty. 4 – Gooseneck Microphones
  - Judge, Witness, Prosecution, Defense
- Soundbar beneath 55" overflow display

Control System:

- 10" Touchscreen at Judges bench for system control

Miscellaneous Hardware:

- DPI will need 20-25 RU of space in OFE rack in IDF near courtroom
  - We can quote a small rack if need be
- UPS backup system and power conditioners

<u>JP 2 – Cedar Park</u>

Video:

- Qty. 3 – Ceiling Mounted (Column Mounts) 75" Displays
  - Since there is no projector like the Justice Center Courts, DPI will provide and install a larger display
- Qty. 1 – Panasonic 55" display for overflow outside courtroom
- New HDMI input at Judges Bench
- Additional HDMI input location TBD (Doc Cam/other possible source)

Video Conferencing:

- System will mirror functionality of Justice Center Courts
- DPI will provide and Integrate a new Cisco VTC to allow for Video Sessions with Remote participants.
- DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image

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Executive Summary

of Judge's bench and/or Attorney's Tables area.
- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtroom to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

Audio System:

- New Speakers
  - Two Zones (Front and Back)
- DSP will have VOIP capabilities similar to those in Justice Center Courts
- OFE Microphones will be integrated into system
  - Judge, Witness, Judges Bench, Prosecution, Defense
- Soundbar beneath 55" overflow display

Control System:

- 10" Touchscreen at Judges bench for system control

Miscellaneous Hardware:

- DPI will provide a small rack in courtroom beside Judge's bench for AV equipment
- UPS backup system and power conditioners

<u>JP 3 – Georgetown</u>

This courtroom recently got upgraded not too long ago. DPI will expand upon the current installation to provide VTC and Overflow. System drawings available for reference.

Video Conferencing:

- System will mirror functionality of Justice Center Courts
- DPI will provide and Integrate a new Cisco VTC to allow for Video Sessions with Remote participants.
- DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image of Judge's bench and/or Attorney's Tables area.
- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtroom to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

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Special Notes:
-Williamson County will ensure DPI technicians have 2-3 full days of full access to each space for installation and testing of AV Systems in each Courtroom.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will ensure Facilities Support to have Electrical in place for all new AV equipment.

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
JP 1 - Round Rock					
Video Conferencing System					
VADDIO	999-9560-000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	$1,534.97	2	$3,069.94
Cisco Systems	CS-KITPRO-P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	$13,665.06	1	$13,665.06
Cisco Systems	CON-ECDN-CSKITP0K	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	$2,387.28	1	$2,387.28
Cisco Systems	CTS-CAM-P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	$4,530.91	1	$4,530.91
Cisco Systems	CON-ECDN-CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	$628.64	1	$628.64

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
CRESTRON	HD-WP-4K-401-C	4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	$4,320.99	1	$4,320.99
Video System					
SAMSUNG	QB75R	75-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	$2,304.88	3	$6,914.64
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	$1,963.41	1	$1,963.41
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	$149.53	1	$149.53
Crestron	DM-NVX-350C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	$987.80	5	$4,939.00
Crestron	DM-NVX-350	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	$823.17	10	$8,231.70
Crestron	DMF-CI-8	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	$1,097.56	1	$1,097.56
Extreme Networks	220-48P-10GE4	Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	$2,064.00	1	$2,064.00
Audio System					
Crestron	SAROS IC6T-W-T-EACH	Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$140.24	12	$1,682.88
Extron	60-883-02	Two Channel Amp, 200 watts at 70 volts	$792.68	1	$792.68

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Biamp Systems	0451.900	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$2,559.76	1	$2,559.76
Shure	MXWNCS8	8-CH NETWORKED CHARGING STATION	$1,493.90	1	$1,493.90
Shure	MXWAPT8=-Z10	8-CH ACCESS POINT TRANSCEIVER	$2,865.85	1	$2,865.85
Shure	MXW8=-Z10	DESKTOP BASE TRANSCEIVER	$487.80	4	$1,951.20
Shure	MX415LPDF/C	15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	$189.02	4	$756.08
Crestron	SAROS SB-200-P-B	Saros Sound Bar 200, Powered, Black	$304.88	1	$304.88
Control System					
Crestron	CP3N	3-Series Control System	$1,585.37	1	$1,585.37
Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth	$1,463.41	1	$1,463.41
Crestron	TSW-1060-TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	$152.44	1	$152.44
Miscellaneous Hardware					
CHIEF	PDRUB	LARGE DUAL ARM W/ UNIVERSAL	$615.88	4	$2,463.52
surgex	UPS-2000-OL	ONLINE UPS 2000VA 2RU 20A 5P	$1,845.01	1	$1,845.01

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
SurgeX	UPS-BPX-2000	EXT BATTERY PACK UPS-2000-OL	$586.47	2	$1,172.94
SurgeX	SX-DS-158	120V 15A SURGE PROTECTION	$160.06	1	$160.06
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	$257.37	7	$1,801.59
SurgeX	SX-DS-154	SURGE & POWER FILTER 15A 4PORT	$283.23	1	$283.23

Subtotal: $77,297.46

Room 1 Services

Product Details	Ext. Price
Installation Labor	$6,000.00
Design/Engineering	$1,950.00
Project Management	$2,000.00
Programming Labor	$7,000.00

Subtotal: $16,950.00

Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
JP 2 - Cedar Park					
Video Conferencing System					
VADDIO	999-9560-000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	$1,534.97	2	$3,069.94
Cisco Systems	CS-KITPRO-P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	$13,665.06	1	$13,665.06
Cisco Systems	CON-ECDN-CSKITP0K	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	$2,387.28	1	$2,387.28

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Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Cisco Systems	CTS-CAM-P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	$4,530.91	1	$4,530.91
Cisco Systems	CON-ECDN-CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	$628.64	1	$628.64
CRESTRON	HD-WP-4K-401-C	4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	$4,320.99	1	$4,320.99
Video System					
SAMSUNG	QB75R	75-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	$2,304.88	3	$6,914.64
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	$1,963.41	1	$1,963.41
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Crestron	DMF-CI-8	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	$1,097.56	1	$1,097.56
Extreme Networks	220-48P-10GE4	Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	$2,064.00	1	$2,064.00
Audio System					
Crestron	SAROS IC6T-W-T-EACH	Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$140.24	12	$1,682.88
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Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Biamp Systems	0451.900	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	$2,559.76	1	$2,559.76
Crestron	SAROS SB-200-P-B	Saros Sound Bar 200, Powered, Black	$304.88	1	$304.88
Control System					
Crestron	CP3N	3-Series Control System	$1,585.37	1	$1,585.37
Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth	$1,463.41	1	$1,463.41
Crestron	TSW-1060-TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	$152.44	1	$152.44
Miscellaneous Hardware					
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	$149.53	1	$149.53
CHIEF	XCM1U	XL SINGLE COLUMN CEILING MOUNT	$393.44	3	$1,180.32
CHIEF	CMA330	OFFSET FIXED CEILING PLATE 1-1/2 NPT	$41.71	3	$125.13
surgex	UPS-2000-OL	ONLINE UPS 2000VA 2RU 20A 5P	$1,845.01	1	$1,845.01
SurgeX	UPS-BPX-2000	EXT BATTERY PACK UPS-2000-OL	$586.47	2	$1,172.94
SurgeX	SX-DS-158	120V 15A SURGE PROTECTION	$160.06	1	$160.06
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	$257.37	3	$772.11

DATA PROJECTIONS

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Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
SurgeX	SX-DS-154	SURGE & POWER FILTER 15A 4PORT	$283.23	1	$283.23
Middle Atlantic	RFR-2428BR	28W24SP28DP RFR RK BL RN	$910.98	1	$910.98
Middle Atlantic	RFR-ERRK-24	RFR EMC REAR RAIL 24SP	$51.59	1	$51.59
Middle Atlantic	RFR-CABCOOL50	RFR CABCOOL 50PNL2 GROM	$185.49	1	$185.49

Subtotal: $65,898.26

Room 2 - Services

Product Details	Ext. Price
Installation Labor	$6,000.00
Design/Engineering	$1,950.00
Project Management	$2,000.00
Programming Labor	$6,300.00

Subtotal: $16,250.00

Room 3 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
JP 3 - Georgetown					
Video Conferencing System					
VADDIO	999-9560-000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	$1,534.97	2	$3,069.94
Cisco Systems	CS-KITPRO-P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	$13,665.06	1	$13,665.06
Cisco Systems	CON-ECDN-CSKITP0K	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	$2,387.28	1	$2,387.28

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Room 3 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Cisco Systems	CTS-CAM-P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	$4,530.91	1	$4,530.91
Cisco Systems	CON-ECDN-CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	$628.64	1	$628.64
Extron	60-1259-02	Four Window HDCP-Compliant Multi-Window Processor with HDMI Inputs	$7,310.98	1	$7,310.98
Biamp Systems	0308.900	Tesira 4 channel mic/line input expander PoE	$852.44	1	$852.44
Video System					
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	$1,963.41	1	$1,963.41
CRESTRON	HD-EXT4-C-B_SYSTEM	4K HDMI over HDBaseT Extender w/Analog Audio, Black	$609.76	1	$609.76
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	$149.53	1	$149.53
Court Camera					
CRESTRON	HD-EXT3-C-B_SYSTEM	4K HDMI over HDBaseT Extender w/IR & RS-232, Black	$609.76	1	$609.76
CRESTRON	HD-DA2-4KZ-E	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	$243.90	1	$243.90

Subtotal: $36,021.61

Room 3 - Services

Product Details	Ext. Price
Installation Labor	$1,200.00
Design/Engineering	$450.00
Project Management	$500.00

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Room 3 - Services

Product Details	Ext. Price
Programming Labor	$5,600.00
Subtotal:	$7,750.00

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$7,867.60
Subtotal:	$7,867.60

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$12,133.01
Subtotal:	$12,133.01

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WILCO - Tele-Justice Systems and Installs at JP Courts - TIPS 171001

Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
1821 SE Inner Loop
Georgetown, TX 78626
Bill Gravell
(512) 943-1550
ctyjudge@wilco.org

Quote Information:
Quote #: 006591
Version: 4
Delivery Date: 08/24/2020
Expiration Date: 09/24/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$77,297.46
Room 1 Services	$16,950.00
Room 2 - Hardware	$65,898.26
Room 2 - Services	$16,250.00
Room 3 - Hardware	$36,021.61
Room 3 - Services	$7,750.00
Miscellaneous Materials	$7,867.60
Service & Maintenance	$12,133.01
Subtotal:	$240,167.94
Shipping:	$1,953.50
Total:	$242,121.44

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$242,121.44

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Bill Gravell
Title:	Account Executive	Date:	
Date:	08/24/2020		

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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement

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Statement of Performance

and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

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Statement of Performance

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the "client" agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Any additional fees outside the manufacturer warranty will be charged accordingly. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification
Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services

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Statement of Performance

under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

Commissioners Court - Regular Session **82.**

Meeting Date: 09/01/2020

Infax Electronic Docket System annual maintenance agreement 10.1.20 - 9.30.21

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Infax, Inc. from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions as set forth under Texas Local Government Code §§ 262.024.(7)(A), for system and maintenance support of the Electronic Docket System covering term of October 1, 2020 – September 30, 2021, in the amount of $12,000 and authorizing execution of the agreement.

Background

This is for system and maintenance support of the Electronic Docket System installed at Williamson County's court locations. Due to this being a proprietary system, this service is exempted from the 3-quote requirement. Infax Court Docketing Maintenance is for the digital monitor displays outside the courtrooms. Department contact: Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax System and Maintenance of Electronic Docket System

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:59 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:35 AM
Form Started By: Dianne West		Started On: 08/26/2020 12:57 PM
Final Approval Date: 08/27/2020		

Infax

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Alpharetta GA 30005-8862

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SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM,** consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. If INFAX is unable to resolve problem within a reasonable time period, a site visit by INFAX representatives will be arranged.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement.

3. CUSTOMER RESPONSIBILTIES: To receive support, CUSTOMER is responsible for complying with the following:

a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is $12,000. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for the period 10-1-20 – 9-30-21; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

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6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT: Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

10. 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.

11. 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

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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.

12. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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

14. GENERAL:
A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement. Williamson County is tax exempt.
B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
G. GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
H. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

15. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLILITY,OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

16. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

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17. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED	CUSTOMER
Signature:	Signature:
Name: Daniel L. McWilliams	Name:
Title: CFO	Title:
Date: August 13, 2020	Date:

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SYSTEM SUPPORT AGREEMENT
Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Alison Gleason Phone 512-943-1680

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10-1-20 – 9-30-21

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SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. Page Layout Updates/Customization: INFAX will provide revisions as needed.

2. Server Maintenance: INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.

Commissioners Court - Regular Session **83.**

Meeting Date: 09/01/2020

NACO BA Rev 09.01.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$237.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 04:03 PM
Form Started By: Melanie Denny		Started On: 08/23/2020 04:52 PM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **84.**

Meeting Date: 09/01/2020

NACO BA Exp 09.01.20

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$237.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 04:04 PM
Form Started By: Melanie Denny		Started On: 08/23/2020 04:53 PM
Final Approval Date: 08/26/2020		

Commissioners Court - Regular Session **85.**

Meeting Date: 09/01/2020

Grants Certification Form

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 ratifying the execution of a Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form in order to comply with Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

Background

The Federal Acquisition Regulatory (FAR) Council published an interim rule to implement section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA). Beginning August 13, 2020, recipients and subrecipients, and their contractors and subcontractors are prohibited to obligate or expend federal award funds on certain telecommunications products and contracting with certain entities for national security reasons. The County was required to certify compliance with the new rule for federal grant funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prohibited Telecom Certification Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2020 04:05 PM
Form Started By: Melanie Denny		Started On: 08/23/2020 04:58 PM
Final Approval Date: 08/26/2020		

Office of the Governor
Public Safety Office – Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form

Entity Name:	Williamson County
Name of Authorized Official:	Judge Bill Gravell
Title of Authorized Official:	County Judge

Certification Required by Authorized Official designated by the Governing Body

In my capacity as an Authorized Official for a grant awarded to the above entity, I hereby certify to the following:

In order to comply with section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), my entity will not use grant funds to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered equipment or services means:
i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Bill Gravell Jr.

Authorized Official for Grantee

August 13, 2020

Date

Commissioners Court - Regular Session **86.**

Meeting Date: 09/01/2020

Adams Settlement

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Release of All Claims and Indemnity Agreement between Valerie Adams and Williamson County, Texas settling all claims in relation to Equal Employment Opportunity Commission Charge Number 450-2018-03807 and Charge Number 451-2019-02957 and all other claims arising directly or indirectly from or by reason of Valerie Adams' employment with or separation from Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Release and Indemnity Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 08:16 AM
Form Started By: Hal Hawes		Started On: 08/20/2020 04:17 PM
Final Approval Date: 08/21/2020		

RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Valerie Adams ("Adams") claims she was subjected to unlawful discrimination and retaliation, and other alleged wrongful employment practices in connection with her employment with and separation from Williamson County, and, thereafter, filed Charge Number 450-2018-03807 and Charge Number 451-2019-02957 with the Equal Employment Opportunity Commission ("EEOC");

WHEREAS, Williamson County denies Adams' allegations, denies liability, and denies that it is in any way responsible for her claimed damages, if any, but has offered to pay unto Adams, solely by way of compromise and settlement, and Adams has agreed to accept, solely by way of compromise and settlement, the total sum of **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)** ("Settlement Amount"), as full settlement of all claims asserted or that could have been asserted in a lawsuit against Williamson County, regardless of whether such claims have in fact been asserted;

WHEREAS, after discussion with her attorney(s), Adams enters into this Release of All Claims and Indemnity Agreement ("Agreement") voluntarily.

RELEASE:

NOW, THEREFORE, KNOW ALL PEOPLE BY THESE PRESENTS: That I, Valerie Adams, and on behalf of my heirs, assigns, administrators, legal representatives, and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00),** do hereby enter into this agreement ("Agreement") and **RELEASE, ACQUIT, QUITCLAIM** and **FOREVER DISCHARGE** Williamson County, any and all of its past, current, and future employees, agents, elected officials, officers, and any other representatives, the County Defendants, insurers, indemnitors, risk pools, and attorneys ("Released Parties"), from any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action of any type, kind and character, statutory, equitable or at common law, arising directly or indirectly from or by reason of my employment with or separation from Williamson County including, but not limited to, any claims of harassment, retaliation, wrongful termination, and any form of unlawful discrimination (race, gender, age, disability, or any other recognized protected class or characteristic), defamation, wage, overtime, claims arising under the Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990 as amended, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Civil Rights Act of 1991, the Civil Rights Acts of 1866 and/or 1871, the Employee Retirement Income Security Act of 1974, the Immigration Reform and Control Act, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Re-Employment Rights Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act of 2002, the Lilly Ledbetter Fair Pay Act of 2009, the

Genetic Information Nondiscrimination Act, the National Labor Relations Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, the Texas Labor Code, the Texas Payday Law, the Texas Commission on Human Rights Act or Chapter 21, the Texas Insurance Code, any statute or laws of the State of Texas, or any other federal, state or local whistleblower, discrimination or anti-retaliation statute, law or ordinance, including, without limitation, any workers' compensation or disability claims under any such laws, claims for wrongful discharge, breach of express or implied contract or implied covenant of good faith and fair dealing, fraud, misrepresentation, negligence, defamation, intentional tort, and any other claims arising under state or federal law.

The Parties intend this Agreement to be as broad and comprehensive as possible and to encompass any claims I presently have, known or unknown. Without limitation, I further acknowledge that this Agreement encompasses all claims for any type, kind and character of damages or injuries, whether now or hereafter recognized by law, including, but not limited to, economic damages, non-economic damages, personal injury damages, incidental and consequential damages, penalties, fines, liquidated damages, attorneys' fees, pre-judgment interest, pain and suffering, mental anguish, loss of enjoyment of life, distress, embarrassment, humiliation, and inconvenience, based on events that took place prior to the date this Agreement is assigned.

It is the intention of the Parties to this Agreement that the consideration stated herein fully and completely compensates me for all injuries and damages, known and unknown, past and future directly or indirectly resulting from or in any manner related to my employment with or separation from Williamson County. It is my intention and I understand that by this Agreement, I reserve no claims against any Released Party arising out of my employment with or separation from Williamson County. In consideration herein, I agree to make no further claim against any Released Party for any damages or injuries directly or indirectly sustained as a result of my employment with or separation from Williamson County. This is a full release of liability of any Released Party as a result of my employment with or separation from Williamson County.

I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS, RISK POOL, OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

I HEREBY AGREE TO ACCEPT RESPONSIBILITY FOR PAYING MY PORTION OF ANY APPLICABLE TAXES ON THE SETTLEMENT AMOUNT I AM RECEIVING IN EXCHANGE FOR THIS AGREEMENT. I AM ALSO RESPONSIBLE FOR PAYING MY ATTORNEYS' FEES OUT OF THE SETTLEMENT AMOUNT.

I FURTHER AGREE TO REQUEST WITHDRAWAL OF MY CHARGES OF DISCRIMINATION FILED WITH THE EEOC (CHARGE NO. 450-2018-03807 AND CHARGE NO. 451-2019-02957), AND TO WITHDRAW ANY OTHER COMPLAINTS, CHARGES, OR REPORTS REGARDING WILLIAMSON COUNTY THAT I HAVE MADE TO ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCIES. I AGREE TO TAKE WHATEVER STEPS ARE NECESSARY TO

CONFIRM THAT THE EEOC HAS ACCEPTED THE WITHDRAWALS OF MY CHARGES OF DISCRIMINATION. WHETHER OR NOT THE EEOC, OR ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, GRANTS THE WITHDRAWAL OF MY CHARGES OF DISCRIMINATION, I AGREE NOT TO PURSUE ANY CLAIMS AGAINST THE RELEASED PARTIES BASED ON MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

In entering into this compromise, I acknowledge that I relied fully upon my knowledge and information as to the extent and duration of the injuries and damages received, and that I have not been influenced by any representations made by or on behalf of the Released Parties. I acknowledge that it is possible that I may subsequently discover, develop, or sustain damages, or injuries or expenses of which I am not aware at this time, or which are not foreseeable at this time, and I acknowledge that this Agreement is intended to extend to and does cover such future damages, injuries and expenses which I may incur, develop, sustain, or discover, if they were caused by events that took place prior to the execution of this document. I further represent that my attorney(s) has explained the terms and effect of this Agreement to me, and that understanding such terms, I desire to accept same and enter into this Agreement.

Only the consideration stated herein has been agreed to be paid for this Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims which I may have against the Released Parties by virtue of my employment with or separation from Williamson County.

ALLOCATION AND CHARACTERIZATION OF SETTLEMENT AMOUNT:

The Settlement Amount is characterized as follows:

- $21,750.00, made payable to Valerie Adams, as compensation for non-economic damages;
- $21,750.00, made payable to Valerie Adams, as compensation for past and future wage loss; and
- $31,500.00, made payable to Rob Wiley, P.C., for attorneys' fees and expenses.

Williamson County will fund the settlement within fourteen (14) days after: (1) it receives this fully executed Agreement; (2) it receives any necessary W-9s and/or W-4s for Adams and her attorney(s); (3) Adams submits to the EEOC the necessary documentation to request withdrawal of her Charges and provides a copy of the same to Williamson County; and (4) completion of the Special Provisions described below.

SPECIAL PROVISIONS:

1. This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval.

2. Within one (1) business day of Special Provision 1, Williamson County will place the joint statement provided in the mediated settlement agreement from July 30, 2020 in Adams' Internal Affairs' (a.k.a. Office of Professional Standards) file regarding the withdrawal of the

disciplinary issue relating to her work performance.

AGREEMENT TO NOT REAPPLY FOR EMPLOYMENT:

I, Valerie Adams, agree to not reapply for employment with Williamson County or the Williamson County Sheriff's Office while Sheriff Robert Chody remains Sheriff of Williamson County.

NEUTRAL REFERENCE:

Williamson County agrees to provide a neutral reference of employment for Adams upon receiving a request for reference. The reference shall include only Adams' positions, dates of employment, and salary.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens, I, Valerie Adams, expressly represent that any Special Needs Trust or Medicare Set Aside ("MSA") will be funded solely by me out of the proceeds of this settlement, and agree to be solely responsible for any future medical expenses related to my claims. Released Parties and their insurers have offered to set aside a portion of this settlement to cover future claim-related medical expenses, but I expressly reject any such retention of funds by the Released Parties. I acknowledge that as a consequence of this settlement, Medicare may refuse to pay for future claim-related medical expenses.

I assume full and complete responsibility for ensuring compliance with the Medicare Secondary Payer Statute and all other related Medicare laws and regulations, except for the duty of a Responsible Reporting Entity to report under 42 U.S.C. section 1395y(b)(8). I agree to defend, indemnify and hold harmless Released Parties from and against any existing or subsequently discovered claims by any Medicare entity arising out of past or future medical expenses related to this claim, including penalties, interest, and attorneys' fees. I further agree to indemnify and hold harmless Released Parties from any cause of action against them related to my claims for Social Security benefits or any other form of government benefits, including penalties, interest and attorneys' fees. I also expressly release any future claims against Released Parties arising under the Medicare Secondary Payer Statute or related federal law.

INDEMNIFICATION:

I, VALERIE ADAMS, FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD AND SAVE HARMLESS (AT MY SOLE COST AND EXPENSE, INCLUDING ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUBROGATION INTERESTS, OR LIENS, BROUGHT ON BEHALF OF ANY HEALTHCARE OR MEDICAL PROVIDER, HEALTH INSURER, WORKERS COMPENSATION CARRIER, EMPLOYEE BENEFIT PLAN, STATE OF TEXAS, ERISA PLAN, MEDICARE, MEDICAID, SOCIAL SECURITY, OR ANY OTHER PERSON, GOVERNMENT ENTITY, OR PRIVATE ENTITY FOR MONEY OR DAMAGES ALLEGEDLY OWED BY ME.

AS PART OF THE CONSIDERATION FOR THE PAYMENT OF THE SETTLEMENT AMOUNT, I, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, HAVE AGREED TO AND HEREBY DO INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER WHICH HAVE BEEN OR WHICH HEREAFTER MAY BE ASSERTED BY ANY PERSON, FIRM OR CORPORATION WHOMSOEVER ON MY BEHALF FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME AS A RESULT OF MY EMPLOYMENT WITH OR SEPARATION FROM WILLIAMSON COUNTY.

ASSIGNMENT OF CLAIMS:

I, Valerie Adams, represent that I have not assigned, transferred, or pledged to any person or entity an interest in the claims made the subject of this Agreement.

ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:

The recitals mentioned herein are contractual and are not mere recitals. This Agreement shall not be offered, exhibited, tendered or admitted for any purpose or matter of proof in any lawsuit, administrative or other proceeding now pending or subsequently filed against the Released Parties, except that Adams and the Released Parties may: (1) disclose information about the Agreement as required by law or court order; and (2) plead and introduce any or all of this Agreement as a bar and discharge or to enforce the settlement. Nor shall this Agreement or any part hereof be construed or used as an admission of liability on the part of the Released Parties. It is acknowledged that the Released Parties vigorously dispute liability in this case.

CONTROLLING LAW:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Release and Indemnity Agreement is performable in Williamson County, Texas.

COPIES MAY BE USED AS ORIGINALS:

The Parties agree that upon full and complete execution of this Agreement, photocopies, faxes, and pdfs of the executed Release and Indemnity Agreement may be used as originals.

[SIGNATURE PAGE FOLLOWS]

SIGNED on this 20 day of August, 2020.

Valerie Adams

VALERIE ADAMS

Signature: Valerie Adams
Valerie Adams (Aug 20, 2020 14:57 CDT)

Email: valgal721@att.net

Adams Final settleement 8-20-20

Final Audit Report 2020-08-20

Created:	2020-08-20
By:	Colin Walsh (cwalsh@robwiley.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyzp4oCyQ9CFt9CWY9yn-rG7Hm77GxJVi

"Adams Final settleement 8-20-20" History

Document created by Colin Walsh (cwalsh@robwiley.com)
2020-08-20 - 12:47:11 PM GMT- IP address: 75.41.0.40

Document emailed to Valerie Adams (valgal721@att.net) for signature
2020-08-20 - 12:48:47 PM GMT

Email viewed by Valerie Adams (valgal721@att.net)
2020-08-20 - 7:17:25 PM GMT- IP address: 74.192.164.230

Document e-signed by Valerie Adams (valgal721@att.net)
Signature Date: 2020-08-20 - 7:57:40 PM GMT - Time Source: server- IP address: 74.192.164.230

Signed document emailed to Valerie Adams (valgal721@att.net) and Colin Walsh (cwalsh@robwiley.com)
2020-08-20 - 7:57:40 PM GMT

Commissioners Court - Regular Session **88.**

Meeting Date: 09/01/2020

Awarding IFB T1062 Parking Lot Fog Seal

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T1062 Parking Lot Fog Seal FY20 to the only responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

Background

Purchasing solicited bids for Parking Lot Fog Seal. Two suppliers participated in the solicitation of which one supplier submitted a bid. The bid was reviewed by Purchasing and Road & Bridge and was determined to be responsive and of good value to the County. It is recommended that award be made to Alpha Paving in the amount of $263,075.00. Department point of contact is Dale Butler. Funding Source: County Portion - $223,797.00 (01.0100.0509.005300); Animal Shelter Portion - $39,278.00 (P425).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/27/2020 10:57 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:26 AM
Form Started By: Thomas Skiles		Started On: 08/26/2020 08:01 AM
Final Approval Date: 08/27/2020		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Alpha Paving Industries, LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T1062, Parking Lot Fog Seal FY 20; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Sixty Three Thousand Seventy Five Dollars and Zero Cents ($263,075.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # T1062, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. 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 Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Alpha Paving Industries, LLC.

By: _____

Printed Name: Scott Sneed

Title: Vice-President

Date: 8/25/2020

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Manny Trinidad
PO Box 6565
Round Rock, TX 78683

Phone 512-368-6055
Fax 512-677-9001

WILLIAMSON COUNTY
1848

August 18, 2020

Mr. Randy Barker
Director/Purchasing Agent
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for IFB T1062 – Parking Lots Fog Seal FY 20 (Justice Center)

Below is the bid tabulation for the subject-referenced project. The bid has been reviewed and the apparent overall best value for the IFB T1062 – Parking Lots Fog Seal FY 20 (Georgetown Health Clinic, Old Animal Shelter and Justice Center). The bid (Alpha Paving Industries LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid total:

1. Alpha Paving Industries LLC - $263,075.00

The Contractor's base bid is $6,779.00 above the Engineer's Estimate, a cost increase of 2.64%.

In addition to meeting the bid qualifications subject to being overall best value bidder, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Based on the bid of $263,075.00 and the passed favorable experience with the bidder, I recommend to the Williamson County Commissioner's Court that they award Alpha Paving Industries LLC the contract for the Parking Lots Fog Seal FY 20 (Georgetown Health Clinic, Old Animal Shelter and Justice Center) project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County

Commissioners Court - Regular Session **89.**

Meeting Date: 09/01/2020

DOI 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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/21/2020 08:14 AM
Form Started By: Vicky Edwards		Started On: 08/20/2020 11:47 AM
Final Approval Date: 08/21/2020		

Commissioners Court - Regular Session **90.**

Meeting Date: 09/01/2020

M&S Engineering 2965 WA4 Design Svcs Ph1 Durham Park

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 Work Authorization No 4 in the amount of $197,295.00 to expire on December 31, 2021 under Williamson County Contract for Engineering Services between M&S Engineering, LLC and Williamson County dated March 24, 2020 for Engineering Design Services for Phase 1 of Street and Drainage Improvements within the Durham Park Subdivision. Funding source: P498.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M&S Engineering 2965 WA4 Design Svcs Ph1 Durham Park

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/26/2020 05:09 PM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 08:06 AM
Form Started By: Vicky Edwards		Started On: 08/26/2020 11:44 AM
Final Approval Date: 08/27/2020		

WORK AUTHORIZATION NO. 4

PROJECT: Engineering Design Services for Phase 1 of Street and Drainage Improvements within the Durham Park Subdivision

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **M&S Engineering, LLC** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$197,295.00.**

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 **December 31, 2021**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
M&S Engineering, LLC	Williamson County, Texas
By: Jerod Mott	By: _____
Signature	Signature
Jerod Mott, PE, CFM	_____
Printed Name	Printed Name
Manager - Municipal Division	_____
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

Attachment A - Services to be Provided by County
Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight.
- Topographic and R.O.W Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B - Services to be Provided by Engineer
Services to be Provided by the Engineer

Project Location:
Design for the reconstruction of Phase 1 streets including Cara Cove (923 LF), San Gabriel Drive (5,146 LF), Birdsong Cave (402 LF), Deer Trail (1,533 LF), Jenkins Davis Road (1,317 LF), N. San Gabriel Loop (1,952 LF) and S. San Gabriel Loop (1,927 LF) within the Durham Park Subdivision in western Williamson County, TX.

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 50%, 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct site visit and field reconnaissance to document existing conditions. Data collection including available as-builts. Review survey and geotechnical data provided by the County for completeness. Prepare 50% plan set including the sheets listed below. Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr and 100-yr.

Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan
- Horizontal Alignment Data Sheet
- Roadway Plan & Profile Sheets
- Cross Sections (50' Interval and Driveways)
- Drainage Area Map
- Culvert Layouts

Specifications
Opinion of Probable Construction Cost
General Notes

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Revise 50% plan set based on review comments provided by County staff. Prepare 90% detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Revise Plan Sheets per comments:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Traffic Control Plan
- Horizontal Alignment Data Sheet
- Roadway Plan & Profile Sheets
- Cross Sections (50' Interval and Driveways)
- Drainage Area Map
- Culvert Layouts

Additional Plan Sheets:

- Driveway Details
- Driveway Summary
- Miscellaneous Roadway Details
- Erosion Control Plan
- Standards

Specifications

Opinion of Probable Construction Cost

General Notes

Revise 90% plan set based on review comments provided by County staff. Submit 100% plan set with seals and signatures.

Task 9: Bidding Phase Services

Respond to Bidder’s questions. Prepare Bid-Tabs for processing by Purchasing Department.

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

- 1 paper copy of 11" *x* 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

90% Submittal:

- 1 paper copy of 11" *x* 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

Final Submittal:

- 1 paper copy of 11" x 17" Plan Sheets
- Specifications
- Opinion of Probable Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD

Attachment C - Work Schedule

Expected notice to proceed from Williamson County near October 1, 2020.

Notice to Proceed		October 1, 2020
50% Plans Submittal	13 weeks	January 8, 2020
50% Review Comments returned	2 weeks	January 22, 2021
90% Plans Submittal	8 weeks	March 19, 2021
90% Review Comments returned	2 weeks	April 2, 2021
100% Plans Submittal	4 weeks	April 30, 2021

Attachment D - Fee Schedule

Task 1 – Project Management	$41,070.00
Task 3 – Preliminary Engineering	$89,730.00
Task 8 – Final Engineering	$47,385.00
Task 9 – Bidding Phase Services	$3,990.00
Task 10 – Construction Phase Services	$15,120.00
Total	$197,295.00

Commissioners Court - Regular Session **91.**

Meeting Date: 09/01/2020

CR 200 - THC Transfer of Ownership for Archaeological Collections

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer / Ownership to the Center for Archaeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 200 project, a Road Bond project in Commissioner Pct. 2.
P: 285 Funding: Road Bond

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 200 - THC Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:28 AM
Form Started By: Dawn Haggard		Started On: 08/26/2020 03:38 PM
Final Approval Date: 08/27/2020		

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project: County Road 200, from 400 Feet North of State Highway 29 to 100 Feet South of County Road 201

Project No.: B&A # 19010

County(ies): Williamson

Site No(s): none

Permitting Agency: Texas Historical Commission Permit #: 8916

Description of Materials: Records only (paperwork and photographs)

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Authorized Agent of Sponsor (type or print)	Damon Burden Authorized Agent of Sub. Arch. (type or print)
Title/Position	Principal Investigator Title/Position
Date	8/7/2020 Date
Address:	Address: 5 Lakeway Centre Court, Suite 200 Austin, Texas 78734

Commissioners Court - Regular Session **92.**

Meeting Date: 09/01/2020

CR 200 Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 200 Project, a Road Bond project in Commissioner Pct. 2.
P: 285 Funding: Road Bond

Background

The CR 200 Project requires TCEQ approval of an exception to the Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of Jones and Carter to submit the needed CZP exemption for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 200 Agent Authorization Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:38 AM
Form Started By: Dawn Haggard		Started On: 08/26/2020 04:02 PM
Final Approval Date: 08/27/2020		

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

I Judge Bill Gravell Jr.,
Print Name

County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Odalys C. Johnson, P.E., C.F.M.
Print Name of Agent/Engineer

of Jones|Carter
Print Name of Firm

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

I also understand that:

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

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

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

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

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

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

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

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

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **93.**

Meeting Date: 09/01/2020

Southeast Loop Dedication Deed

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 accepting a Dedication Deed from RCR Taylor Rail, LP for Right of Way needed on The Southeast Loop project (Parcel 84A).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dedication Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 10:45 AM
Charlie Crossfield (Originator)	Charlie Crossfield	08/27/2020 10:49 AM
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:28 AM
Form Started By: Charlie Crossfield		Started On: 08/27/2020 10:38 AM
Final Approval Date: 08/27/2020		

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

DEDICATION DEED

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

RCR TAYLOR RAIL, L.P., a Texas limited partnership, whose address is 250 Business Highway 290 North, Hempstead, Texas 77445, and its successors and assignees, hereinafter referred to as ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to Grantor by the **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, herein after referred to as ("Grantee"), whose address is 710 Main Street, Georgetown, Texas 78626, the receipt and sufficiency of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD and CONVEYED, and Grantor does hereby DEDICATE, GRANT, SELL and CONVEY unto Grantee, the real property situated in Williamson County, Texas, which is described as follows:

BEING A 0.211 ACRE Tract of Land Located in The J.J. Stubblefield Survey, Abstract 562 In Williamson County, Texas, Being A Portion Of That Certain 67.16 Acre Tract Recorded In Document No. 2019088597, Official Public Records, Williamson County, Texas, Said 0.211 Acre Tract Being More Particularly Described By Metes And Bounds On **Exhibit "A"** (Parcel 84A) (the "Property"); said Property to be used only for public right-of-way transportation roadway purposes.

TO HAVE AND TO HOLD the Property, conveyed together with all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in anywise pertaining to the Land, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its legal representatives, successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, subject to the matters set forth herein.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the State of 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 Southeast Loop/Corridor A1.

This conveyance is expressly made and accepted subject to the following matters, if any, affecting all or any part of the Property, to the extent the same are in effect on the date hereof: (i) any and all restrictive covenants, physical conditions, reservations, encroachments, rights-of-way, building set-back lines, easements, exceptions, maintenance charges and liens securing said charges, and other encumbrances and instruments shown of record or evident by an inspection of the Property; (ii) any and all oil, gas and mineral conveyances, leases, mineral reservations and royalty reservations relating to the Property, shown of record or evident by an inspection of the Property; (iii) any and all zoning and other laws, regulations, and ordinances of municipal and/or other governmental authorities, applicable to the Property; (iv) any and all liens securing payment of real estate ad valorem taxes and assessments for the current and all subsequent years; and (v) any and all matters affecting title to the Property which are outside the scope of Grantor's limited warranty of title set forth hereinabove.

GRANTEE, BY GRANTEE'S ACCEPTANCE OF THIS DEDICATION DEED, ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND IS SATISFIED AS TO THE CONDITION OF SAME AND THAT GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN.

Notwithstanding the donative nature of this conveyance for only the nominal consideration stated above, Grantor disclaims and disavows that such donative nature and nominal consideration shall establish any precedent for future conveyances by Grantor to Grantee or any other party.

[SIGNATURE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Dedication Deed is executed on this, the 25 day of August, 2020.

GRANTOR:

RCR TAYLOR RAIL, L.P.,
a Texas limited partnership

By: RCR TAYLOR RAIL GP, LLC,
a Texas limited liability company,
as its General Partner

By _____
Hydie H. McAlister, Manager

ACKNOWLEDGMENT

THE STATE OF Texas §
§
COUNTY OF Waller §

This instrument was acknowledged before me on this the 25 day of the month of August, 2020, by Hydie H. McAlister, Manager and authorized agent of RCR TAYLOR RAIL GP, LLC, a Texas limited liability company, as General Partner of RCR TAYLOR RAIL, L.P., a Texas limited partnership, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

MARCIA F. VANDER VEGTE
My Notary ID # 8059557
Expires October 20, 2021

Marcia F. Vander Vegte
Signature

Marcia F. Vander Vegte
Printed Name

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:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 84A

DESCRIPTION OF A 0.211 ACRE (9,190 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 67.16 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO RCR TAYLOR RAIL, L.P. RECORDED IN DOCUMENT NO. 2019088597 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.211 ACRE (9,190 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "SAM INC" found in the existing easterly Right-of-Way (ROW) line of F.M. 3349 (100' ROW width), being the northwesterly corner of the southerly west remainder of that called 193.41 acre tract of land described in Special Warranty Deed to RCR Taylor Land, L.P. recorded in Document No. 2018058726 of the Official Public Records of Williamson County, Texas, same being an ell corner in the westerly boundary line of said 67.16 acre tract, also being in the easterly line of that called 3.2375 acre tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract, and from which, a 1/2" iron rod found in said existing easterly ROW line and the east line of said 2.2375 acre ROW tract bears S 07°16'48" W, at a distance of 148.21 feet;

1) **THENCE,** with said existing easterly ROW line and the east line of said 2.2375 acre ROW tract, same being the westerly boundary line of said 67.16 acre tract, **N 07°16'48" E,** for a distance of **122.04** feet to a calculated point, being an ell corner in said westerly boundary line of said 67.16 acre tract, also being the southwesterly corner of the northerly west remainder of said 193.41 acre tract, for the northwesterly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "SAM INC" found in said existing easterly ROW line and the east line of said 3.2375 acre ROW tract, being an ell corner in the westerly boundary line of said northerly west remainder tract, same being the southwesterly corner of that called 5.00 acre tract of land described in General Warranty Deed to the City of Hutto recorded in Document No. 2003011596 of the Official Public Records of Williamson County, Texas, bears N 07°16'48" E, at a distance of 72.12 feet;

2) **THENCE,** departing said existing easterly ROW line, same being the easterly line of said 3.2375 acre ROW tract, with the southerly boundary line of said northerly west remainder of the 193.41 acre tract, same being an east-west portion of the westerly boundary line of said 67.16 acre tract, **S 85°20'29" E,** for a distance of **60.45** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the proposed easterly ROW line of said F. M. 3349 (variable width ROW), for the northeasterly corner of the herein described tract;

3) **THENCE,** with said proposed easterly ROW line, through the interior of said 67.16 acre tract, **S 06°37'27" E,** for a distance of **124.27** feet to an iron rod with aluminum cap stamped "ROW 4933" set in an east-west portion of the westerly boundary line of said 67.16 acre tract, same being the northerly boundary line of said southerly west remainder of the 193.41 acre tract, for the southeasterly corner of the herein described tract;

4) **THENCE,** departing said proposed easterly ROW line, with said common boundary line, **N 85°22'03" W,** for a distance of **90.34** feet to the **POINT OF BEGINNING,** containing 0.211 acre, (9,190 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

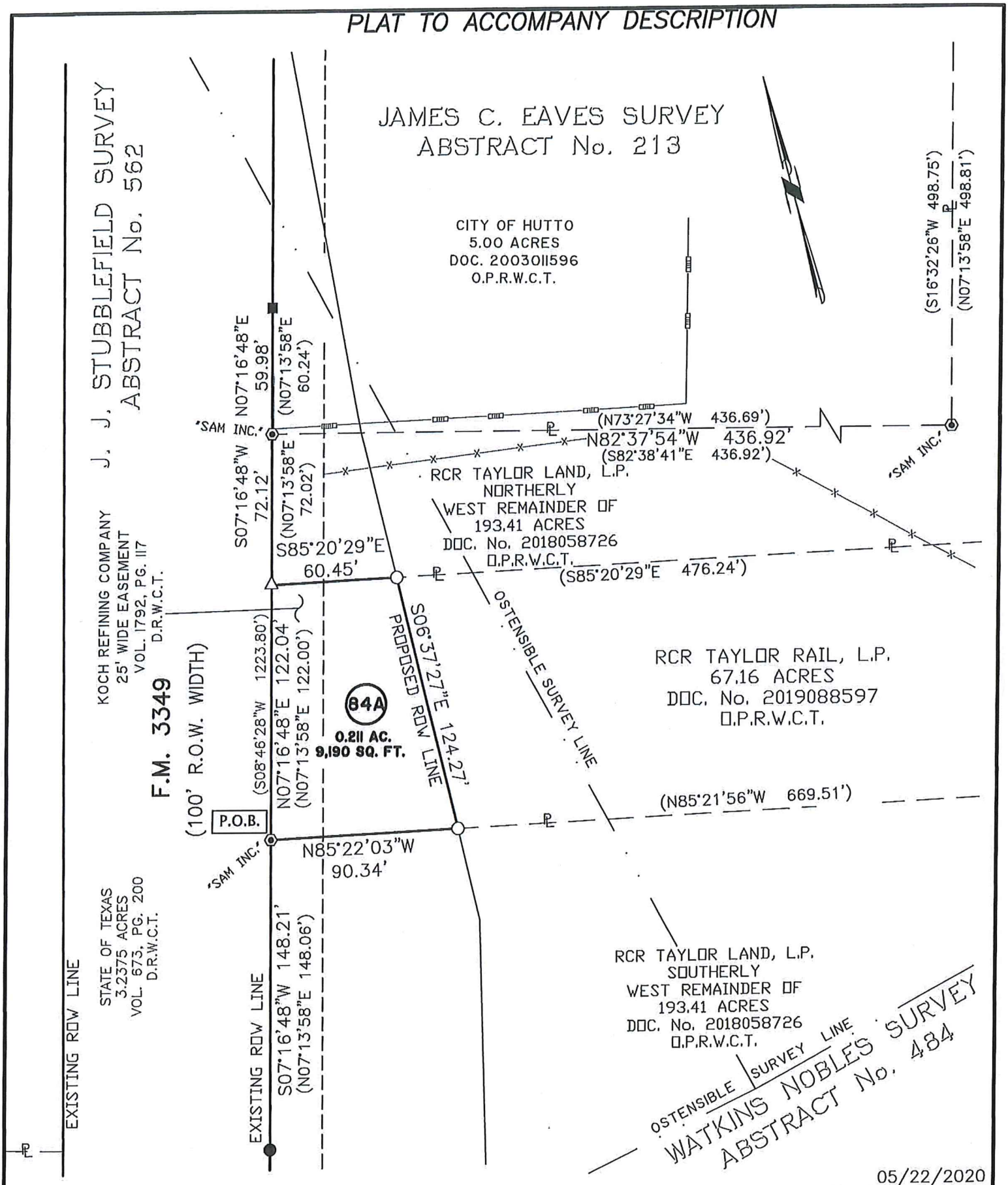
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale — 22 MAY 2020
Date

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

PLAT TO ACCOMPANY DESCRIPTION



05/22/2020

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

PARCEL PLAT SHOWING PROPERTY OF

RCR TAYLOR RAIL, L.P.

SCALE		PROJECT	PARCEL 84A
1" = 60'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2017951–KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 8, 2020, ISSUE DATE APRIL 20, 2020.

10g. CHANNEL EASEMENT VOLUME 673, PG. 204 – DOES NOT AFFECT.

h. PIPELINE EASEMENT VOLUME 1792, PG. 117 – AFFECTS AS SHOWN.
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. No. 2010078119 – SUBJECT TO

i PIPELINE EASEMENT VOLUME 1792, PG. 123 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

J. PIPELINE EASEMENT VOLUME 1792, PG. 127 – DOES NOT AFFECT
RATIFIED IN VOLUME 1792, PG. 133 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

k. PIPELINE EASEMENT VOLUME 1804, PG. 958 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

l. GATE VALVE EASEMENT VOLUME 1850, PG. 69 – DOES NOT AFFECT
ASSIGNMENT AND ASSUMPTION AGREEMENT DOC. NO. 2010078119 – SUBJECT TO

m. ORDINANCES:
No. 2018–22 DOCUMENT No. 2018102377 – AFFECTS
No. 2018–23 DOCUMENT No. 2018102378 – DOES NOT AFFECT
No. 2018–24 DOCUMENT No. 2018102379 – DOES NOT AFFECT
No. 2018–23 DOCUMENT No. 2018102380 – DOES NOT AFFECT

LEGEND

○	IRON ROD WITH PLASTIC CAP STAMPED "INLAND 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

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

M. Stephen Truesdale 22 MAY 2020

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

05/22/2020

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

PARCEL PLAT SHOWING PROPERTY OF
RCR TAYLOR RAIL, L.P.

PARCEL 84A

SCALE 1" = 60'

WILLIAMSON COUNTY

PROJECT FM 3349

Commissioners Court - Regular Session **94.**

Meeting Date: 09/01/2020

Relocation Claim

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 Claim for Actual Moving Expenses for Right of Way acquired for the Southeast Loop Project (Parcel 8). Funding Source: Road Bonds P463.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Boyd Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:25 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 10:49 AM

Final Approval Date: 08/27/2020

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) JoAnn Boyd	Parcel No: 8	County: Williamson Project: SE Loop Hutto

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by Williamson County: 100 Little Lake Road Hutto, Texas 78634 Claimant's Telephone No.: 512-827-1997	3. Address Moved To: 11020 Tangleridge Circle Austin, Texas 78736
4. Occupancy of Property Acquired by Williamson County: From (Date): 4-12-2003 To (Date of Move): 7-22-2020 ☒ Owner/Occupant ☐ Tenant	5. Distance Moved: 39 Miles 7. Mover's Name and Address: Coleman Worldwide Moving

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	10	24	2019
b. Date Property Acquired	N/A	N/A	N/A
c. Date Required to Move	N/A	N/A	N A

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$4,844.28
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. **Total Amount**	**$4,844.28**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

JoAnn Boyd
Claimant

Date of Claim:
Aug 12, 20
Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 4,844.28

8-17-2020
Date

Relocation Agent

Date

Williamson County Judge

Coleman Worldwide Moving

INVOICE

INVOICE NO.
99A198066

TO: WILLIAMSON COUNTY
6101 W COURTYARD DR BLDG
STE 125
AUSTIN TX 78730

REMIT TO:
Coleman Worldwide Moving
P. O. Box 150387
Ogden, Utah 84415-0387

ALLIED The Careful Movers

CUSTOMER P.O.	CUSTOMER ACCOUNT NO.	SHIPPER	FPP	DATE
	23WYAT	BOYD, JOANN		08/05/20

DESCRIPTION		CHARGES
Registration # U-561192	GBL #	
PU Date 07/22/20	Orig Hutto TX	
Del Residence	Dest Dripping Spring TX	
Del Warehouse	Billing Weight	
Driver CAMS 44	Miles 39	
	SCAC CMAC	
LINEHAUL		2344.38
FSC		93.78
ATC ORIGIN		249.48
ATC DESTINATION		249.48
PACKING		700.51
UNPACKING		8.87
VALUATION		488.00
IR SURCHG		93.78
3RD PARTY		316.00
CONSULTANT FEE		300.00
TOTAL		4844.28

SE Loop
Parcel 8
JoAnn Bond

Move Verified

NOTICE

Federal Regulations, 49 CFR s 377, et seq., or your company's contract carriage agreement with Allied provided for a penalty of 1%-1.5% of the freight bill amount (minimum $10) if this freight bill is not paid by the due date shown above. If you believe this bill is incorrect, please promptly put in writing: the amount of the error, the basis for your opinion and attach any relevant supporting documentation. Please remit any amount you are not contesting within the time specified. The invoice amount and transportation service charges may include reduction, allowance, fees, or other adjustment if third party companies provided transportation arrangements and services.

DIRECT ALL INQUIRIES TO COLEMAN WORLDWIDE MOVING: 800-239-7700 / Payment must be remitted in US Funds

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
512.372.6220 (O) 512.372.6221 (F)

This letter will authorize Coleman American Moving Services/Allied to move

JoAnn Boyd from 100 Little Lake Road Hutto, Texas 78634 to 11020 Tangleridge Cir, Austin, TX 78736 and to invoice Williamson County for all charges related to this move.

We are aware that your terms are **NET 15 days**. Please put invoice to the attention of:

Judge Bill Gravell, Jr.
Williamson County Judge
Williamson County, Texas
c/o Right Of Way Of Texas, LLC
Attn Danny Jackson
6101 W. Courtyard Dr., Austin, Texas 78730
512 922-5930

Sincerely,

(signature)

Danny Jackson
Right of Way of Texas, LLC

CERTIFICATION OF ELIGIBILITY

Project: SE Loop Corridor A-1
Parcel: 8
Displacee: JoAnn Boyd

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

JoAnn Boyd
Claimant

Date: 7.22.20

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
Highway: SE Loop Hutto
Parcel: 8

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Coleman Worldwide Moving.
This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Jo Ann Boyd understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

Jo Ann Boyd
Displacee's Signature

7.22.20
Date

JO ANN BOYD
Displacee's Name (Printed)

Coleman Worldwide Moving
Vendor's Signature

7/27/20
Date

Joyce L. Farish, CFO
Vendor's Name (Printed)

Lisa Dworaczyk
Williamson County Representative, Signature

7/29/2020
Date

Lisa Dworaczyk
Williamson County Representative, Name (Printed)

Commissioners Court - Regular Session **95.**

Meeting Date: 09/01/2020

Order regarding Annexation

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 Regarding Annexation of a portion of CR 424 into The City Limits of Thrall, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order regarding Annexation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:04 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 10:54 AM

Final Approval Date: 08/27/2020

ORDER REGARDING ANNEXATION OF A PORTION OF CR 424 INTO THE CITY LIMITS OF THRALL, TEXAS

WHEREAS, the City of Thrall, Texas (the "City") desires to annex a portion of CR 424, as described in Exhibit "A", attached hereto; and

WHEREAS, Section 43.1055 now allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas, does hereby order the following:

The County hereby requests that the City of Thrall annex that portion of CR 424 as shown on Exhibit "A" into the city limits of Thrall, Texas.

SIGNED this _____ day of _____, 2020.

_____
COUNTY JUDGE
BILL GRAVELL, JR.

Attest:

_____
Nancy Rister, County Clerk

CR424 FOR CITY LIMIT

FIELD NOTES

Being 2.90 acre tract of land in the Jehu Bevil Survey, Abstract 59, Reason Green Survey, Abstract 263, and Daniel Kimbro Survey, Abstract 371 in Williamson County, Texas. Said 2.90 acre tract of land being a portion of County Road 424 and being more particularly described by metes and bounds description as follows:

COMMENCING at an iron rod found with "ALLSTAR" cap on the west line of County Road (CR) 424 for the southeast corner of Lots 28-30, Block 12 of Oil City Addition recorded in Cabinet A, Slide 50 of the Plat Records of Williamson County (P.R.W.C.) that recorded in the name of Kevin W. Demel in Document (Doc.) No. 2016016974 of the Official Public Records of Williamson County (O.P.R.W.C.); from which an ½" iron rod found with "ALLSTAR" cap bears N 19°34'37" W and a distance of 194.10 feet for the northeast corner of said Demel lot;

THENCE, S 19°34'37" E, traveling along the west line of said CR 424, east line of E. Eckhardt Avenue and Lots 1-6, Block 13 of said Oil City Addition as recorded in the name of Chandler & Heather Richter in Doc. No. 2006018064 of O.R.W.C., a distance of 188.41 feet to the southeast corner of said Richter tract;

THENCE, N 76°07'14" E, traveling along the north line of Lot 1, Quail Creek Addition as recorded in Cabinet P, Slide 52 of P.R.W.C., a distance of 2.89 feet to POINT OF BEGINNING for the northeast corner of said Lot 1 on the west line of said CR 424; being the northwest corner of herein described tract;

THENCE, N 68°44'23" E, crossing CR 424, a distance of 64.37 feet to a point of the east line of CR 424, being on the west line of a 24.718 acre tract recorded in the name of Thrall Independent School District in Doc. No. 2009081499 of O.P.R.W.C., also being the northeast corner of herein described tract;

THENCE, S 21°15'37" E, traveling along the east line of CR 424 and the west line of said school district tract, a distance of 374.12 feet to the southwest corner of said school district tract, being the northwest corner of a 169.372 acre tract recorded in the name of Stiles Farm Foundation in Volume 1734 Page 409 of Deed Records of Williamson County (D.R.W.C.);

THENCE, S 21°14'26" E, continuing traveling along the east line of CR 424 and the west line of said Stiles Farm Foundation 169.372 acre tract, a distance of 271.65 feet to a 40D nail found for the southwest corner of said 169.372 acre Stiles Farm Foundation tract, being the northwest corner of a 124.33 acre tract in the name of Stiles Farm Foundation as recorded in Volume 1734 Page 409 of D.R.W.C. ;

THENCE, S 22°04'49" E, continuing traveling along the east line of CR 424 and the west line of said 124.33 acre Stiles Farm Foundation tract, a distance of 1,360.04 feet to a point for the southeast corner of herein described tract;

THENCE, S 68°44'21" W, crossing CR 424, a distance of 74.76 feet to a point on the west line of CR 424, being the southeast corner of Lot 66 of said Quail Creek Addition, also being an angle point of a 440.626 acre tract recorded in the name of Ethel Pierce & 10X Properties in Doc. No. of 2016015980, also being the southwest corner of herein described tract;

THENCE, N 20°47'32" W, traveling along the west line of CR 424 and the east line of Lot 66 of said Quail Creek Addition, a distance of 126.47 feet to ½" iron pipe found for the northeast corner of Lot 66 and southeast corner of Lot 65 of said Quail Creek Addition;

THENCE, N 21°07'41" W, traveling along the west line of CR 424 and the east line of Lot 65 of said Quail Creek Addition, a distance of 79.83 feet to ½" iron pipe found for the northeast corner of Lot 65 and southeast corner of Lot 64 of said Quail Creek Addition;

THENCE, N 20°54'34" W, traveling along the west line of CR 424 and the east line of Lot 64 of said Quail Creek Addition, a distance of 75.09 feet to ½" iron pipe found for the northeast corner of Lot 64 and southeast corner of Lot 63 of said Quail Creek Addition;

THENCE, N 20°24'46" W, continuing traveling along the west line of CR 424 and the east line of Lot 63 of said Quail Creek Addition, a distance of 69.92 feet to an iron rod found with "Ralph RPLS 4758" cap for the northeast corner of said Lot 63 and southeast corner of Lot 2 of Quail Creek Addition Replat of Lots 54-62 as recorded in Doc. No. 2016104035 of the O.P.R.W.C.;

THENCE, N 20°45'07" W, continuing traveling along the west line of CR 424 and the east line of Lot 2 of said Quail Creek Addition Replat of Lots 54-62, a distance of 220.01 feet to the northeast corner of said Lot 2, being the southeast corner of Lot 1 of said replat;

THENCE, N 21°53'43" W, continuing traveling along the west line of CR 424 and the east line of Lot 1 of said Quail Creek Addition Replat of Lots 54-62, a distance of 149.35 feet to an ½" iron pipe found for the northeast corner of said Lot 1, being the southeast corner of Lot 11 of said Quail Creek Addition;

THENCE, N 21°53'16" W, continuing traveling along the west line of CR 424 and the east line of Lot 11 of said Quail Creek Addition, a distance of 100.00 feet to an ½" iron pipe found for the northeast corner of said Lot 11, being the southeast corner of Lot 10 of said Quail Creek Addition;

THENCE, N 21°36'39" W, continuing traveling along the west line of CR 424 and the east line of Lot 10 of said Quail Creek Addition, passing Madison Lane (60'R.O.W.), a distance of 160.19 feet to an ½" iron pipe found on the north line of said Madison Lane, being the southeast corner of Lot 9 of said Quail Creek Addition;

THENCE, N 22°00'17" W, continuing traveling along the west line of CR 424 and the east line of Lot 9 of said Quail Creek Addition, a distance of 99.86 feet to an ½" iron rod found for the northeast corner of Lot 9, being the southeast corner of Lot 8 of said Quail Creek Addition;

THENCE, N 21°48'28" W, continuing traveling along the west line of CR 424 and the east line of Lot 8 of said Quail Creek Addition, a distance of 100.05 feet to an illegible capped iron rod found for the northeast corner of Lot 8, being the southeast corner of Lot 7 of said Quail Creek Addition;

THENCE, N 21°44'02" W, continuing traveling along the west line of CR 424 and the east line of Lot 7 of said Quail Creek Addition, passing Quail Trail (60' R.O.W.), a distance of 159.92 feet to an ½" iron rod found on the north line of Quail Trail, being the southeast corner of Lot 6 of said Quail Creek Addition;

THENCE, N 21°53'03" W, continuing traveling along the west line of CR 424 and the east line of Lot 6 of said Quail Creek Addition, a distance of 99.94 feet to an ½" iron rod found for the northeast corner of said Lot 6, being the southeast corner of Lot 5 of said Quail Creek Addition;

THENCE, N 21°45'08" W, continuing traveling along the west line of CR 424 and the east line of Lots 2 thru 5 of said Quail Creek Addition, a distance of 449.73 feet to an ½" iron rod found for the northeast corner of said Lot 2, being the southeast corner of Lot 1 of said Quail Creek Addition;

THENCE, N 21°56'27" W, continuing traveling along the west line of CR 424 and the east line of Lot 1 of said Quail Creek Addition, a distance of 115.41 feet to the POINT OF BEGINNING and containing 2.90 acres of land, more or less.

Bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations.

I hereby certify that the field notes were prepared by Hejl, Lee & Associates, Inc., from a survey made on the ground in August 2020 under my supervision.

Prepared by Hejl, Lee & Associates, Inc. (TBPLS Firm No. 10058500)

Chien Y. Lee
Registered Professional Land Surveyor No. 5771
Date: August 25, 2020

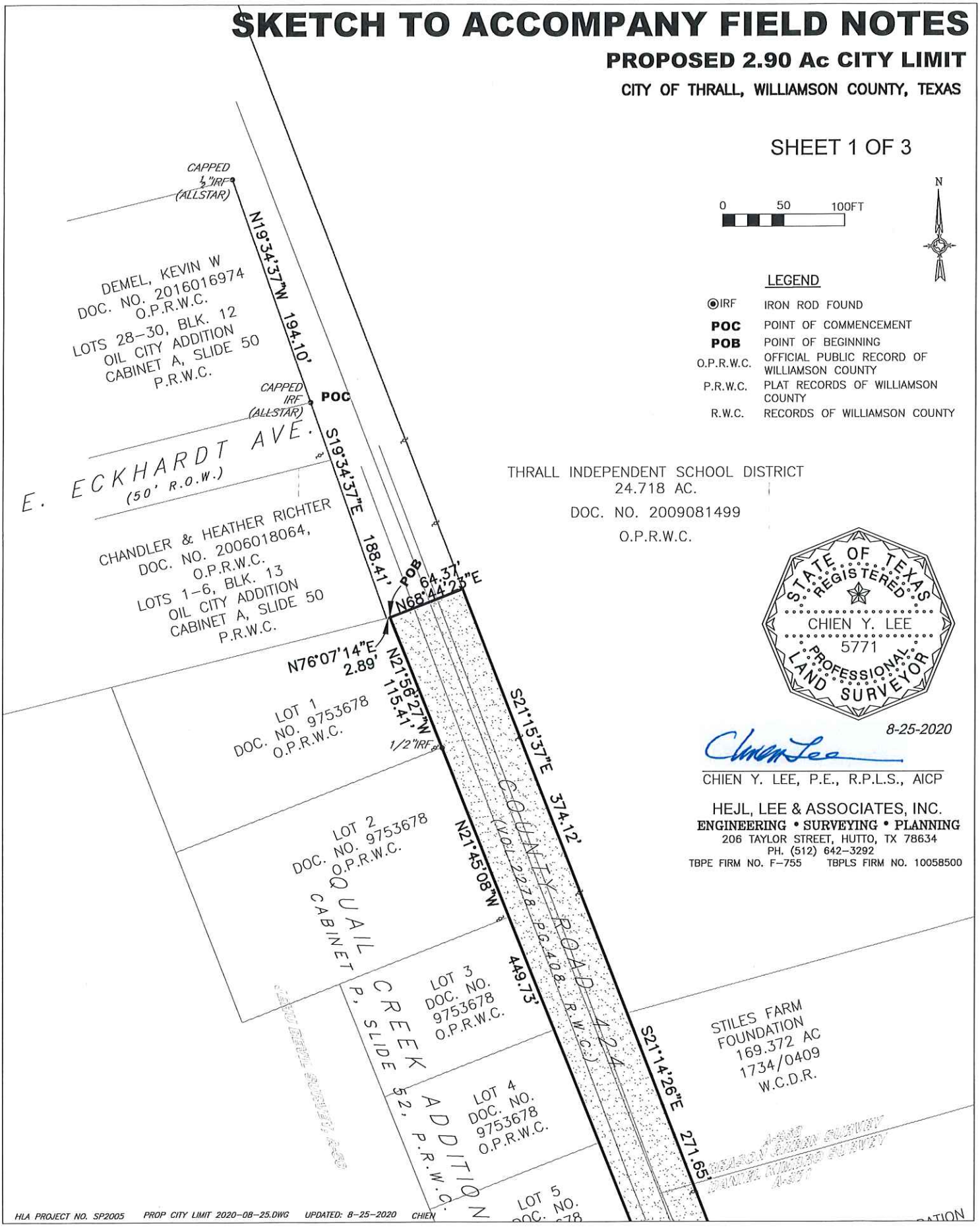
THRALL CITY LIMIT DESCRIPTION 2020-08-25.DOC

SKETCH TO ACCOMPANY FIELD NOTES

PROPOSED 2.90 Ac CITY LIMIT

CITY OF THRALL, WILLIAMSON COUNTY, TEXAS

SHEET 1 OF 3



STATE OF TEXAS
REGISTERED
CHIEN Y. LEE
5771
PROFESSIONAL
LAND SURVEYOR

8-25-2020

CHIEN Y. LEE, P.E., R.P.L.S., AICP

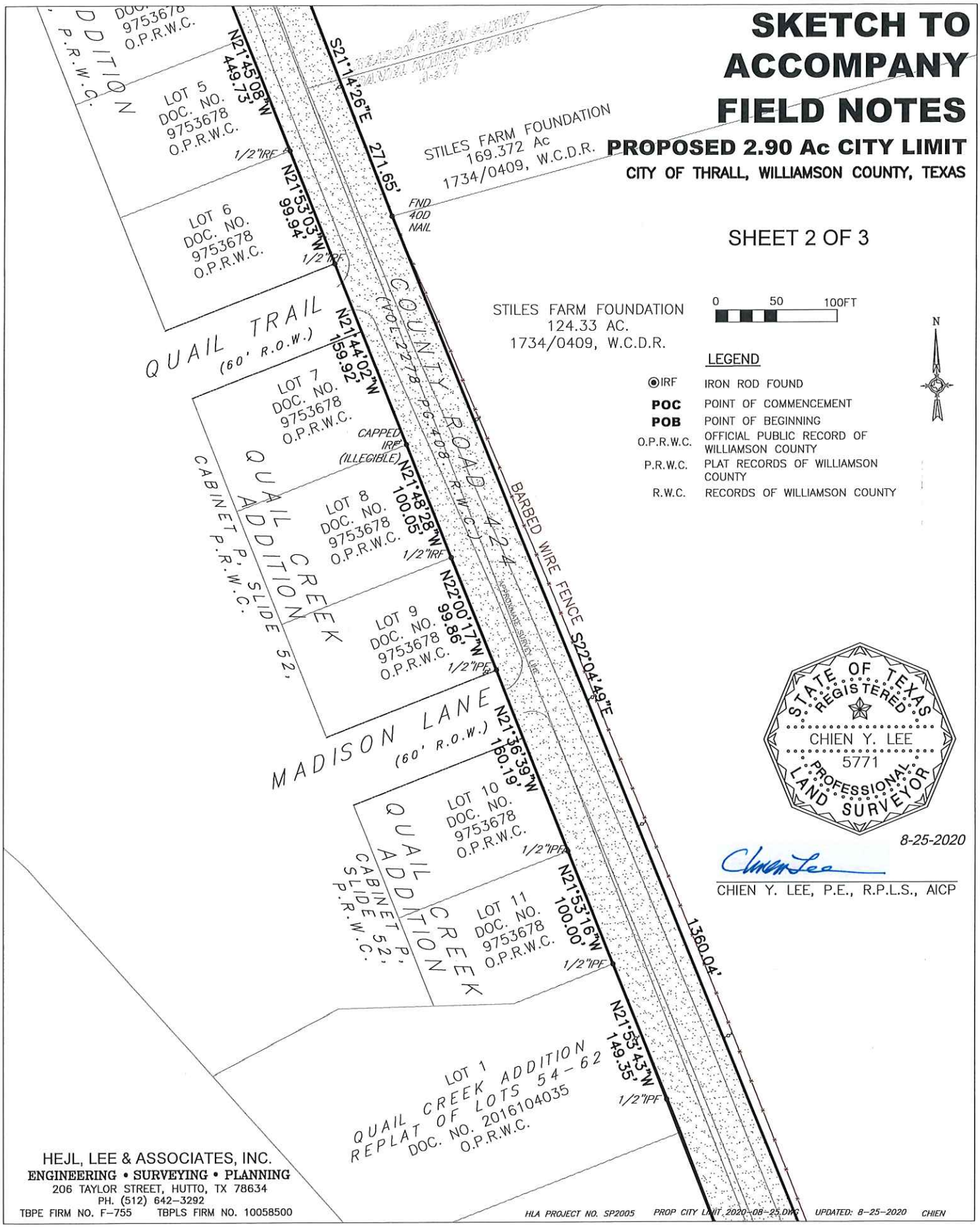
HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642–3292
TBPE FIRM NO. F–755 TBPLS FIRM NO. 10058500

SKETCH TO ACCOMPANY FIELD NOTES

PROPOSED 2.90 Ac CITY LIMIT

CITY OF THRALL, WILLIAMSON COUNTY, TEXAS

SHEET 2 OF 3



LEGEND

◉IRF	IRON ROD FOUND
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
O.P.R.W.C.	OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.W.C.	RECORDS OF WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
CHIEN Y. LEE
5771
PROFESSIONAL
LAND SURVEYOR

8-25-2020

CHIEN Y. LEE, P.E., R.P.L.S., AICP

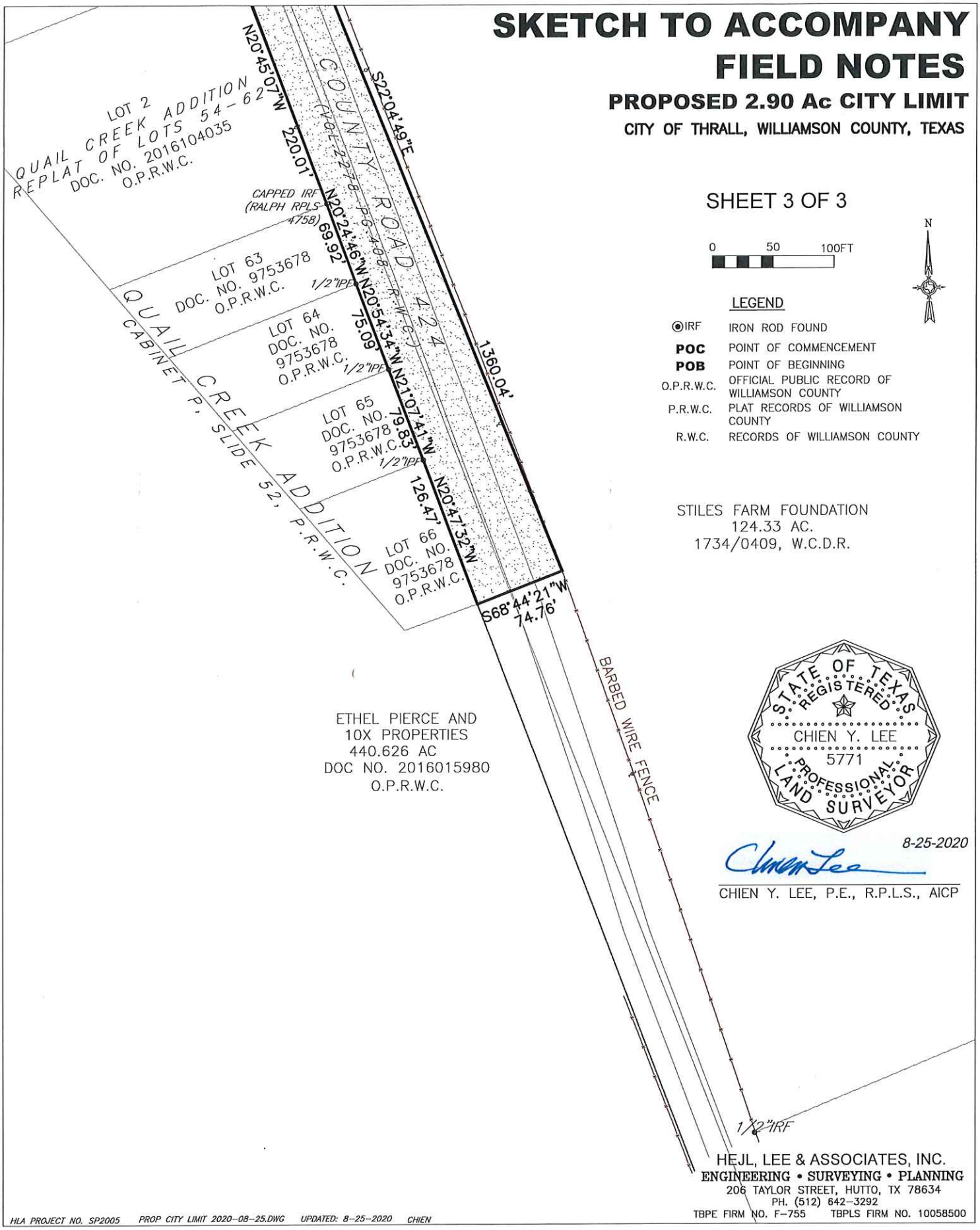
HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

SKETCH TO ACCOMPANY FIELD NOTES

PROPOSED 2.90 Ac CITY LIMIT

CITY OF THRALL, WILLIAMSON COUNTY, TEXAS

SHEET 3 OF 3



LEGEND

⊙IRF	IRON ROD FOUND
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
O.P.R.W.C.	OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.W.C.	RECORDS OF WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
CHIEN Y. LEE
5771
PROFESSIONAL
LAND SURVEYOR

8-25-2020

CHIEN Y. LEE, P.E., R.P.L.S., AICP

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

Commissioners Court - Regular Session **96.**

Meeting Date: 09/01/2020

Hutto EDC

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 accepting a Special Warranty Deed from The Hutto Economic Development Corporation for Right of Way needed on The Southeast Loop project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto EDC Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:24 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 10:57 AM

Final Approval Date: 08/27/2020

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. { Tex. Prop. Code § 11.008(c).}

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, ("Grantor"), in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, SOLD, DONATED and CONVEYED and does GRANT, SELL, DONATE AND CONVEY to **WILLIAMSON COUNTY, TEXAS** ("Grantee"), the real property in WILLIAMSON COUNTY, Texas, fully described in Exhibit A, together with (1) all buildings, structures, fixtures, and improvements located on, in, or under the real property, and (2) all of Grantor's right, title, and interest in and to the appurtenances to the real property, including but not limited to all right, title, and interest of Grantor in and to all roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities on, in, over, under, through, or adjoining the real property; ; all strips and gores between the described real property and abutting properties; and all utility, access, and development rights (collectively, "Property").

This conveyance is made SUBJECT, HOWEVER, to the following reservation: It is expressly agreed under this conveyance that the Grantor, or it's assigns hereby retains a reversionary interest in the property:

1. The Grantor reserves any and all rights of ingress and egress, as well as use of the assigned utility locations in the right of way to service the adjacent properties of the Grantor for the purposes of critical infrastructure in and under the Property described in Exhibit "A".
2. The parties agree, in the event the Commissioners Court of Williamson County does not approve and enter into a construction contract for a project that will encumber the property for a public purpose within ten (10) years of the date of this donation, title to the property shall immediately revert to Grantor; and that Grantee's consent is in accordance with TX CONST Art. 1, § 17

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property (collectively, "Permitted Exceptions").

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 Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its administrators, successors and assigns to WARRANT and FOREVER DEFEND all and singular the said Property herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWIWSE.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

Grantee, by its acceptance of this Special Warranty Deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2020 calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

Grantee's address is: Williamson County
c/o County Judge Bill Gravell, Jr.
710 Main Street, Suite 101
Georgetown, Texas 78626

EXECUTED as of Aug 24, 2020.

GRANTOR:

HUTTO ECONOMIC DEVELOPMENT CORPORATION

Executed by and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Board of Directors of the corporation.

By: _____ Date: Aug 24, 2020
Steve. Harris, Chairman

ATTEST:

_____
Dan Thornton, Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was subscribed and sworn before me on August 24, 2020, by Steven Harris, Dan Thornton of the Hutto Economic Development Corporation, on behalf of said corporation.

CHERI BOWMAN
Notary ID #132328505
My Commission Expires
January 24, 2024

_____
Notary Public Signature

(seal)

GRANTEE:

WILLIAMSON COUNTY, TEXAS

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

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was subscribed and sworn before me on _____, 2020, by _____, _____of Williamson County, Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NAME

[seal]

EXHIBIT "A"

Tract One:

BEING A 6.576 ACRE TRACT OF LAND LOCATED IN THE J.J. STUBBLEFIELD SURVEY,ABSTRACT NO. 562, SAID 6.576 ACRE TRACT BEING A PORTION OF THAT CERTAIN 224.42 ACRE TRACT RECORDED IN DOCUMENT NO. 2018036400, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.851 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON **EXHIBIT "B"**, ATTACHED HERETO.

Tract Two:

BEING A 3.00 ACRE TRACT OF LAND LOCATED IN THE J.J. STUBBLEFIELD SURVEY,ABSTRACT NO. 562, SAID 6.576 ACRE TRACT BEING A PORTION OF THAT CERTAIN 35.00 ACRE TRACT RECORDED IN DOCUMENT NO. 2018035181, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.851 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON **EXHIBIT "C"**, ATTACHED HERETO.

Tract Three:

BEING A 6.394 ACRE TRACT OF LAND LOCATED IN THE J.J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562, SAID 6.394 ACRE TRACT BEING A PORTION OF THAT CERTAIN 89.57 ACRE TRACT RECORDED IN DOCUMENT NO. 2018034308, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.851 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON **EXHIBIT "D"**, ATTACHED HERETO.

Commissioners Court - Regular Session **97.**

Meeting Date: 09/01/2020

Cost Sharing 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 Cost Sharing Agreement with T J Bradshaw Construction Ltd. for a Residential Subdivision known as The Range at Walburg.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cost Sharing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:27 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 11:02 AM

Final Approval Date: 08/27/2020

COST SHARING AGREEMENT
Range at Walburg

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

THIS COST SHARING AGREEMENT ("**Agreement**") is entered into Williamson County, a Texas political subdivision ("**County**"); and **T J Bradshaw Construction, Ltd.**, a Texas limited liability company ("**Developer**"). In this Agreement, County and Developer are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

I.
RECITALS

WHEREAS, Developer owns approximately 262 acres of land in Williamson County, Texas, located as shown on Exhibit "A", attached hereto (the "Property"); and

WHEREAS, Developer desires to develop the Property as a residential subdivision known as the Range at Walburg (the "Project"); and

WHEREAS, County and Developer are willing to share in the costs of construction of an arterial to and through the Project, as described in Exhibit "B", attached hereto (the "Arterial"); and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

II.
TERMS

I.1 Right-of-Way Dedication. Developer agrees to dedicate approximately 7.07 acres of right-of-way for the Project, as shown on Exhibit "C", attached hereto and as determined by a final survey, at no cost to the County.

I.2 Right-of-way Acquisition. County will acquire approximately 7.01 acres of additional right-of-way, as shown on Exhibit "D", attached hereto, for Ten Thousand Dollars ($10,000.00) per acre, as determined by a final survey.

I.3 Improvements. Developer agrees to construct the Arterial in accordance with terms as stated below:

II.3 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Reuse Water project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

II.4 Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of the Parties.

II.5 Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Williamson County, Texas.

II.6 Force Majeure. Parties shall not be deemed in violation of this Agreement 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.

II.7 Exhibit. The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit A - Property
Exhibit B - Arterial location
Exhibit C - Dedicated ROW
Exhibit D - Acquired ROW

II.8 Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

II.9 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

II.10 Notice. Developer shall forward all invoices to:

Williamson County Auditor

710 Main St., suite 301

Georgetown, Texas 78664

(signatures on following page)

Developer agrees to construct what is necessary and required for their subdivision at this time, in a location consistent with the alignment shown in the approved Preliminary Plat to allow for the maximum utilization of the material and construction in the future. In addition the Developer agrees to construct an additional 6" of base material in accordance with the Williamson County Subdivision Regulations. County will reimburse the Developer for actual upgrading construction costs (approximately 18.5 KSY of 6" crushed limestone base at $9/SY, estimated to be $166,500) (the "Upgrade Reimbursements"). All additional reasonable engineering costs associated with the proposed upgrades will also be reimbursed by the County.

I.4 Pre-construction and Post-construction Responsibilities. Developer will present all design and construction plans to the County for review and approval prior to bidding the construction of the Arterial. County will respond to all submissions within 10 days after receipt.

1.05 Prompt Payment Policy. County agrees to pay the ~~Oversize~~ Upgrade Reimbursements in accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the County to Developer will be made within thirty (30) days of the date the County receives a correct invoice for the services provided, whichever is later. Developer may charge interest on an overdue payment at the "rate in effect" (as defined in Section 2251.025(b), Texas Government Code) on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the County in the event:

(a) There is a bona fide dispute between the County and Developer about the goods delivered or the service performed that cause the payment to be late; or

(b) There is a bona fide dispute between Developer and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

(c) The invoice is not mailed to the County in strict accordance with any instruction on the purchase order relating to the payment.

I.5 Dispute Resolution. In the event of any dispute among the Parties, the Parties agree to work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the Project. The Parties agree that time is of the essence in this matter.

II.
GENERAL PROVISIONS

II.1 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

II.2 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Williamson County:

ATTEST:

_____
Nancy Rister, County Clerk

By: _____
William Gravell, Jr., County Judge

Date: _____

T J Bradshaw Construction, Ltd.

By: Troy Bradshaw
its President

Date: 8-12-2020

Exhibit "A"

PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WL 039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ---
FILE NAME: PLAT.dwg

ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRLIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

CURVE TABLE		
C#	L (FT)	R (FT)
C1	300.11	680.00
C2	264.74	600.00
C3	112.11	600.00
C4	127.25	680.00
C5	266.68	4918.00
C6	297.50	5038.00
C7	290.57	4918.00
C8	290.40	5038.00
C12	294.72	4918.00
C13	294.65	5038.00
C14	289.36	4918.00
C15	274.98	5038.00
C16	293.26	4918.00
C17	307.02	5038.00
C18	263.23	4918.00
C19	257.18	5038.00
C20	338.09	4918.00
C21	361.62	5038.00
C22	288.99	4918.00
C23	676.52	5038.00
C24	259.12	4918.00
C25	147.13	4918.00
C26	31.42	20.00
C27	28.60	35.00
C28	90.39	60.00
C29	101.93	60.00
C30	28.60	35.00
C31	142.38	1030.00
C32	127.49	1030.00
C33	185.63	1030.00
C34	27.45	35.00
C35	62.55	60.00
C36	64.16	60.00

CURVE TABLE		
C#	L (FT)	R (FT)
C37	51.80	60.00
C38	108.00	60.00
C39	29.88	35.00
C40	278.48	970.00
C41	142.44	970.00
C42	152.68	970.00
C43	131.98	1030.00
C44	178.20	1030.00
C45	228.22	970.00
C46	127.00	1030.00
C47	124.30	970.00
C48	99.27	1030.00
C49	90.09	640.00
C50	95.92	640.00
C51	78.95	640.00
C52	68.37	640.00
C53	119.77	1030.00
C54	110.76	1030.00
C55	99.48	1030.00
C56	92.79	1030.00
C57	58.70	1030.00
C58	201.53	970.00
C59	163.92	970.00
C60	88.80	970.00
C61	28.60	35.00
C62	49.04	60.00
C63	84.02	60.00
C64	54.57	60.00
C65	98.94	60.00
C66	28.60	35.00
C67	28.60	35.00
C68	96.16	60.00
C69	47.12	60.00

CURVE TABLE		
C#	L (FT)	R (FT)
C70	65.05	60.00
C71	69.43	60.00
C72	8.81	60.00
C73	28.60	35.00
C74	31.27	20.00
C75	28.60	35.00
C76	83.93	60.00
C77	58.92	60.00
C78	49.04	60.00
C79	28.60	35.00
C80	28.60	35.00
C81	98.07	60.00
C82	28.60	35.00
C83	28.60	35.00
C84	98.07	60.00
C85	28.60	35.00
C86	28.60	35.00
C87	60.70	60.00
C88	46.64	60.00
C89	50.90	60.00
C90	42.39	60.00
C91	58.38	60.00
C92	27.55	60.00
C93	28.60	35.00
C94	27.76	35.00
C95	27.21	60.00
C96	65.00	60.00
C97	61.97	60.00
C98	55.16	60.00
C99	77.19	60.00
C100	29.87	35.00
C101	28.60	35.00
C102	8.36	60.00

CURVE TABLE		
C#	L (FT)	R (FT)
C103	96.31	60.00
C104	72.84	60.00
C105	78.52	60.00
C106	30.53	60.00
C107	28.60	35.00
C108	54.51	480.00
C109	102.02	420.00
C110	122.77	480.00
C111	230.54	420.00
C112	97.65	480.00
C113	105.14	480.00
C114	111.53	480.00
C115	133.25	480.00
C116	332.56	420.00
C117	134.47	480.00
C118	0.82	480.00
C119	125.09	1030.00
C120	279.10	970.00
C121	126.58	1030.00
C122	113.47	1030.00
C123	255.98	970.00
C124	110.59	1030.00
C125	110.71	1030.00
C126	157.23	970.00
C127	157.16	1030.00
C128	65.85	330.00
C129	124.27	268.36
C130	98.56	330.00
C131	75.64	268.36
C132	84.17	330.00
C133	58.23	480.00
C134	57.68	420.00
C135	95.90	480.00

CURVE TABLE		
C#	L (FT)	R (FT)
C136	96.12	480.00
C137	272.19	420.00
C138	126.75	480.00
C139	109.16	480.00
C140	95.41	480.00
C141	288.27	420.00
C142	104.95	480.00
C143	67.47	480.00
C144	41.60	420.00
C145	110.92	480.00
C146	161.46	420.00
C147	94.19	480.00
C148	168.41	420.00
C149	91.94	480.00
C150	68.46	480.00
C151	166.16	175.00
C152	171.94	740.00
C153	205.43	740.00
C154	204.21	740.00
C200	11.48	480.00

OWNER: T J BRADSHAW CONSTRUCTION, LTD.; PO BOX 466 JARRELL, TX 76527; 254-289-0241; Troy Bradshaw, troy.e.bradshaw@gmail.com

ENGINEER (AGENT) TCG ENGINEERING, INC., 16 E AVE A SUITE 203A TEMPLE, TX 76501; 254-228-9768; Garrett Nordyke, P.E.; garrett.nordyke@thecivilgroup.com

SURVEYOR: QUICK, INC. LAND SURVEYING; 1430 N. ROBERTSON ROAD SALADO, TX 76571; 512-915-4950; Travis Quicksall; tquicksall@quick-inc.net

PRELIMINARY PLAT NOTES:

1. THIS PRELIMINARY PLAT IS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATIONS (ADOPTED AND EFFECTIVE AS OF JANUARY 18, 2018) AND WILLIAMSON COUNTY'S PLAT REVIEW CHECKLIST DOWNLOADED FROM WILCO.ORG ON 11/16/2019.
2. THE ENTIRE SUBJECT SITE IS LOCATED WITHIN WILLIAMSON COUNTY. NO PART OF THE SUBJECT SITE IS LOCATED WITHIN A CITY'S CORPORATE LIMITS OR ETJ.
3. ALL DIMENSIONS SHOWN ARE NAD83-CENTRAL-TX-FT. THE TXDOT COMBINED ADJUSTMENT FACTOR (CAF) FOR THIS LOCATION AND ELEVATION IS 0.99985725 (GRID DIST = GROUND DIST X CAF).
4. DOMESTIC WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY JONAH (CCN: 10970).
5. EACH LOT SHALL BE SERVED BY INDIVIDUAL ON-SITE SEPTIC FACILITIES (OSSF).
6. SETBACKS:
   - 6.1. SIDE YARD: FIFTEEN FEET FROM SIDE PROPERTY LINE.
   - 6.2. FRONT YARD: FIFTY FEET FROM R.O.W.
7. TRACTS A, B, C, & D SHALL BE DRAINAGE EASEMENTS, OWNED BY A PROPOSED HOMEOWNERS' ASSOCIATION, AND UTILIZED FOR DRAINAGE AND RECREATIONAL PURPOSES.
8. ROADWAYS ARE PUBLIC. CROSS-SECTIONS ARE RURAL SUBDIVISION AS DESCRIBED BELOW
   - 8.1. ARTERIAL - LRTP MAD4: 120FT R.O.W. / 2 X 24' TRAVELWAYS WITH CONCRETE CURBS / DITCHES WITH MAX 3:1 SLOPE / 45 MPH MINIMUM DESIGN SPEED
   - 8.2. COLLECTOR: 60' R.O.W. / 2 X 11' LANES / 2-4' PAVED SHOULDERS / 35 MPH MINIMUM DESIGN SPEED
   - 8.3. LOCAL: 60' R.O.W. / 20' TRAVEL WAY / 4' PAVED SHOULDERS OR 18" RIBBON CURBS ON BOTH SIDES / DITCHES / 25 MPH MINIMUM DESIGN SPEED.
9. ALSOBROOK RD IS SHOWN IN THESE PLANS USING MAD4 SECTION CRITERIA FROM WILLIAMSON COUNTY'S LONG RANGE TRANSPORTATION PLAN. APPLICANT AND COUNTY INTEND TO PURSUE A COST-SHARING AGREEMENT TO CONSTRUCT ½ OF THE MAD4 CROSS-SECTION. IF AGREEMENT IS NOT EXECUTED, ALSOBROOK SHALL BE DESIGNED AND CONSTRUCTED AS A COLLECTOR (RURAL SUBDIVISION) OR LOCAL (RURAL SUBDIVISION) AS TRIP GENERATION DICTATE.
10. ADDITIONAL ROW NECESSARY FOR 120FT WIDTH IS RESPONSIBILITY OF WILLIAMSON COUNTY.
11. THREE COMMUNITY MAILBOXES SHALL BE PLACED. ONE ON EACH OF TRACT A, B, & D AS SHOWN.
12. DETENTION FACILITY SHOWN IN BE TRACT A SHALL BE DESIGNED IN COORDINATION WITH CONSTRUCTION DOCUMENTS AND DRAINAGE STUDY. DETENTION FACILITY SHALL BE DESIGNED TO COMPLY WITH APPLICABLE DESIGN GUIDELINES.

BUILDING SETBACK

EASEMENT or OSSF SETBACK

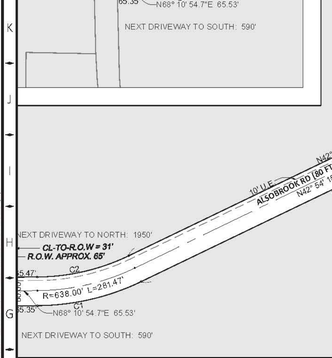
WATERCOURSE CENTERLINE

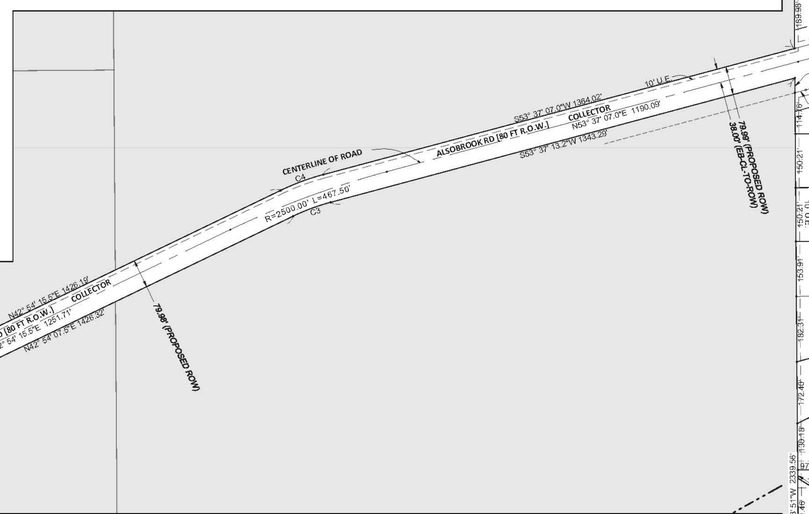
FEMA FHA AREA (ZONE A)

PENDING FHA REVISIONS (FROM IMAGE OVERLAY)

O.S.S.F 75 FT BUFFER

INSET FOR CONNECTION TO FM 1105





PARCEL TABLE	
#	ACRES
B1 L1	1.034
B1 L2	1.010
B1 L3	1.010
B1 L4	1.010
B1 L5	1.010
B1 L6	1.010
B1 L7	1.757
B1 L8	1.779
B1 L9	1.303
B1 L10	1.747
B1 L11	1.746
B1 L12	1.588
B1 L13	1.063
B1 L14	1.004
B1 L15	1.628
B1 L16	1.512
B1 L17	1.643
B1 L18	2.042
B1 L19	2.333
B1 L20	2.592

PARCEL TABLE	
#	ACRES
B1 L21	2.221
B1 L22	2.401
B1 L23	2.672
B1 L24	4.083
B1 L25	1.322
B1 L26	1.101
B1 L27	1.006
B1 L28	1.010
B1 L29	1.010
B1 L30	1.010
B1 L31	1.044
B1 L32	1.043
B1 L33	1.377
B1 TRACT C	2.167
B1 TRACT D	2.796
B2 L1	1.052
B2 L2	1.001
B2 L3	1.001
B2 L4	1.001
B2 L5	1.001

PARCEL TABLE	
#	ACRES
B2 L6	1.081
B2 L7	1.014
B2 L8	1.003
B2 L9	1.003
B2 L10	1.003
B2 L11	1.003
B2 L12	1.013
B3 L1	1.001
B3 L2	1.008
B3 L3	1.006
B3 L4	1.013
B3 L5	1.037
B3 L6	1.049
B3 L7	1.098
B3 L8	1.028
B3 L9	1.239
B3 L10	1.028
B3 L11	1.008
B3 L12	1.011
B4 L1	1.000

PARCEL TABLE	
#	ACRES
B4 L2	1.000
B4 L3	1.000
B4 L4	1.002
B4 L5	1.000
B4 L6	1.005
B4 L7	1.210
B4 L8	1.215
B4 L9	1.757
B4 L10	1.166
B4 L11	1.014
B4 L12	1.006
B4 L13	1.006
B4 L14	1.006
B4 L15	1.633
B4 L16	1.922
B4 L17	1.627
B4 L18	1.420
B4 L19	1.242
B4 L20	1.242
B4 L21	1.242

PARCEL TABLE	
#	ACRES
B4 L22	1.242
B4 L23	1.242
B4 L24	1.202
B5 L1	1.000
B5 L2	1.000
B5 L3	1.000
B5 L4	1.000
B5 L5	1.000
B5 L6	1.000
B5 L7	1.000
B5 L8	1.001
B5 L9	1.001
B5 L10	1.000
B5 L11	1.000
B5 L12	1.000
B5 L13	1.000
B6 L1	1.853
B6 L2	1.143
B6 L3	1.006
B6 L4	1.006

PARCEL TABLE	
#	ACRES
B6 L5	1.053
B6 L6	1.034
B6 L7	1.003
B6 L8	1.003
B6 L9	1.004
B6 L10	1.005
B6 L11	1.005
B6 L12	1.269
B6 L13	1.078
B6 L14	1.328
B6 L15	1.011
B6 L16	1.143
B6 L17	1.277
B6 L18	1.086
B6 L19	1.009
B6 L20	1.222
B6 L21	1.216
B6 L22	1.334
B6 L23	1.008
B6 L24	1.748

PARCEL TABLE	
#	ACRES
B6 L25	1.006
B6 L26	1.006
B6 L27	1.006
B6 L28	1.006
B6 L29	1.011
B6 L30	1.011
B6 L31	1.011
B6 L32	1.011
B6 L33	1.011
B6 TRACT A	15.106
B7 L1	1.342
B7 L2	1.211
B7 L3	1.057
B7 L4	1.066
B7 L5	1.066
B7 L6	1.032
B7 L7	1.179
B7 L9	1.138
B7 L10	1.062

PARCEL TABLE	
#	ACRES
B7 L11	1.040
B7 L12	1.561
B7 L13	1.005
B7 L14	1.361
B7 L15	1.078
B7 L16	1.092
B7 L17	1.024
B7 L18	1.018
B7 L19	1.095
B7 L20	1.079
B7 L21	1.016
B7 L22	1.065
B7 L23	1.011
B7 L24	1.109
B7 L25	1.631
B7 L26	1.006
B7 L27	1.006
B7 L28	1.007
B7 L29	1.006
B7 L30	1.031

PARCEL TABLE	
#	ACRES
B7 L31	1.183
B7 L32	1.052
B7 L33	1.298
B7 L34	1.267
B7 L35	1.176
B7 L36	1.188
B7 L37	1.188
B7 L38	1.188
B7 L39	1.122
B7 TRACT B	5.535

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OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

C or L ~ CURVE OR LINE NUMBER

G.U.S.E. ~ GRADING/UTILITY/SIDEWALK EASEMENT

U.E. ~ PUBLIC UTILITY EASEMENT

1. 75' OSSF BUFFER FROM WATERCOURSE
2. EXISTING WATERCOURSE TO BE CHANNELIZED. 25' OSSF S.B. FROM P.L.
3. COMMUNITY MAILBOX LOCATION

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE

3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN

-
-

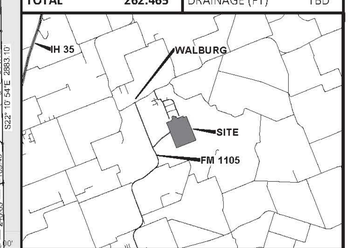
EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 200' 400'

DESCRIPTION	ACRES
SF LOTS	200.315
MULTI-FAMILY	0
HOA	25.604
ROW	34.546
DRAINAGE	0
OPEN	0
DEDICATION	0
TOTAL	**262.465**

DESCRIPTION	QTY
TOAL LOTS	167
1 ACRE LOTS	167
0.5 ACRE LOTS	0
100' LOTS	0
80' LOTS	0
SANITARY (FT)	TBD
WATER (FT)	N/A
DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
SUITE 203A
TEMPLE, TX 76501
254-228-9767
512-710-7106

TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Texas811 Know what's below. Call before you dig.

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
PLAT - 200 SCALE

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C002

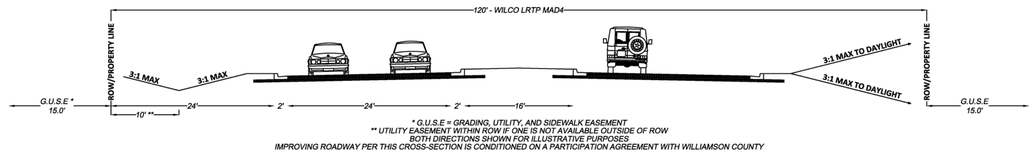
Exhibit "B"

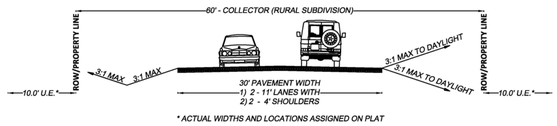
PROJECT NAME: THE RANGE AT WALBURG
PROJECT NUMBER: WI_039902 & 3
PROJECT PHASE: PRELIMINARY PLAT
PROJECT MILESTONE: 100%

SHEET SET: WALBURG - PRE PLAT
SHEETSET DESCRIPTION: 1 ACRE SF LOTS
AUTHOR: ----
FILE NAME: MOBILITY.dwg

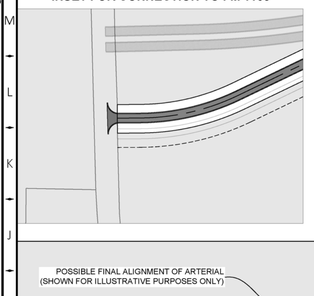
ZONING APPROVED: N/A
CONCEPT APPROVED: N/A
PRELIMINARY PLAT APPROVED: TBD (2)
CONSTRUCTION PLAN RELEASED: TBD (3)

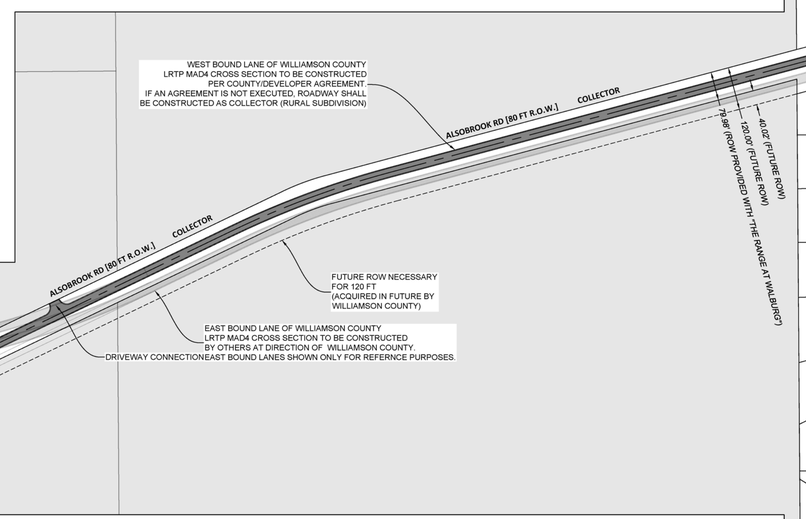
ZONING SUBMITTED: N/A
CONCEPT SUBMITTED: N/A
PRELIMINARY PLAT SUBMITTED: NOV 19, 2019
CONSTRUCTION PLANS SUBMITTED: TBD (1)

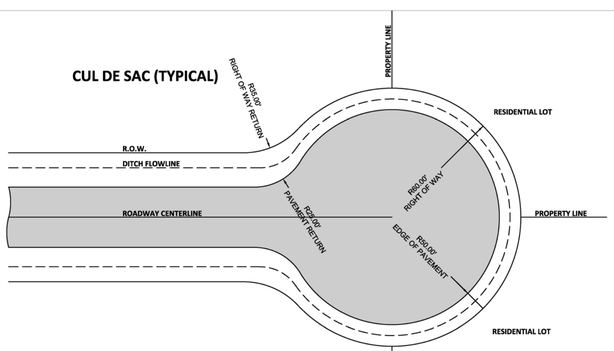


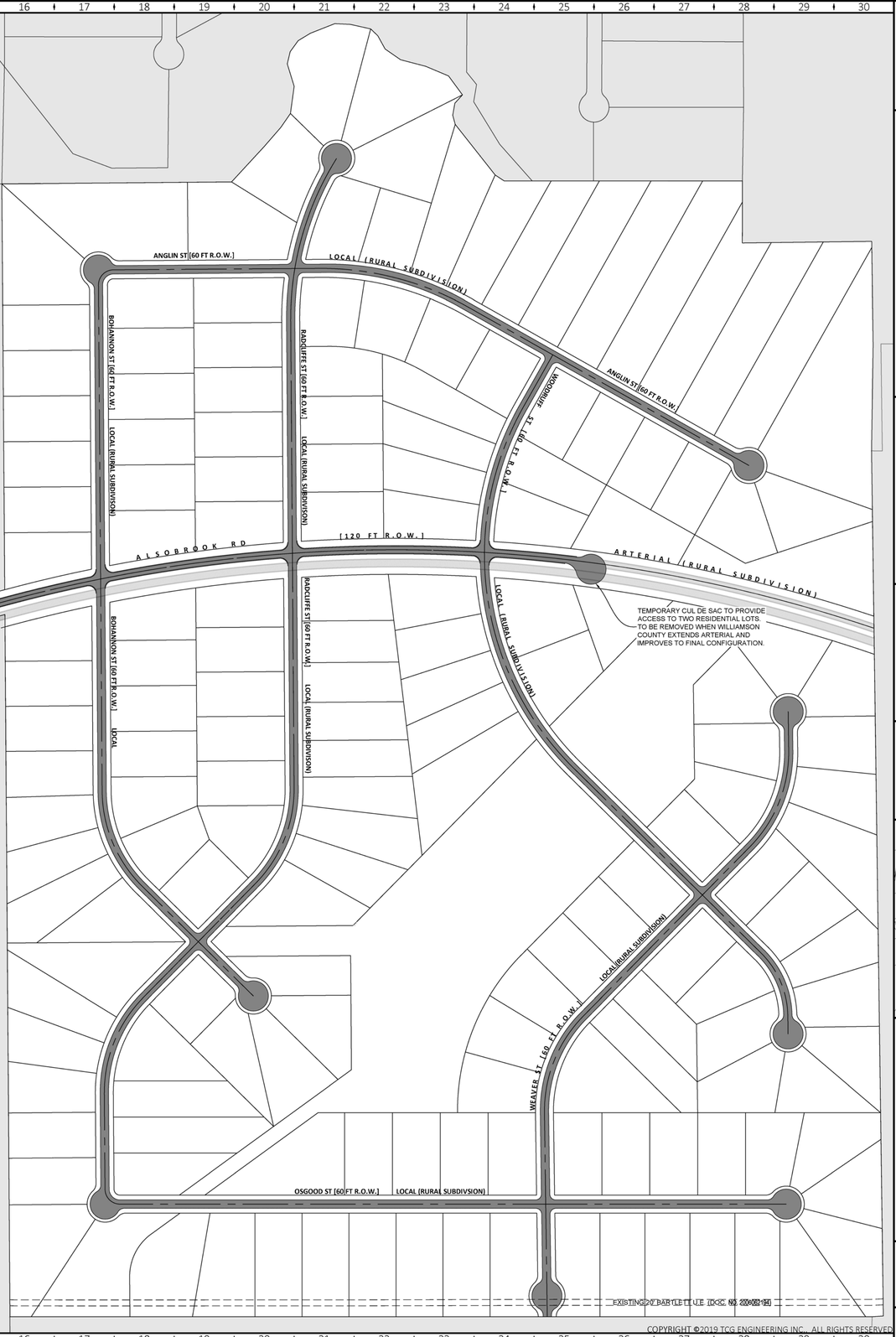


INSET FOR CONNECTION TO FM 1105









OWNER: T J BRADSHAW CONSTRUCTION, LTD.
DEVELOPER: T J BRADSHAW CONSTRUCTION, LTD.
PROP IDs: R039902 & 3, R039907, R039955, R473935
SCHOOL: GEORGETOWN ISD
FEMA FIRM MAP: 48491C0325E (EFF SEPT. 26 2008)
WTR CCN: 10970 JONAH WATER SUD
SS CCN: NO CCN FOR SUBJECT SITE
ELECTRIC: ONCOR & BARTLETT
CABLE: TBD
PHONE: TBD

KEY NOTES:

GENERAL NOTES:

1) FACILITIES SHALL BE CONSTRUCTED PER WILCO AND UTILITY PROVIDER GUIDELINES
2) ADJOINING PROPERTY LINES ARE APPROXIMATE
3) CONTRACTOR SHALL DETERMINE ACTUAL LOCATION OF ALL EXISTING INFRASTRUCTURE
4) FACILITY ALIGNMENTS, PROFILES, AND SIZES ARE BASED ON PRELIMIINARY ENGINEERING DESIGN

-

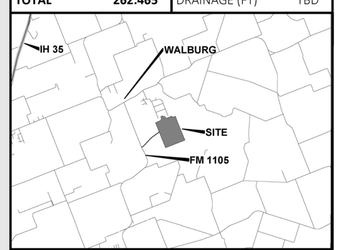
-

EL BM: TBD

NAD83 CENTRAL TEXAS FOOT
CAF=0.99985725

0 200' 400'

DESCRIPTION	ACRES	DESCRIPTION	QTY
SF LOTS	200.315	TOAL LOTS	167
MULTI-FAMILY	0	1 ACRE LOTS	167
HOA	25.604	0.5 ACRE LOTS	0
ROW	34.546	100' LOTS	0
DRAINAGE	0	80' LOTS	0
OPEN	0	SANITARY (FT)	TBD
DEDICATION	0	WATER (FT)	N/A
TOTAL	**262.465**	DRAINAGE (FT)	TBD



GARRETT D. NORDYKE, PE
16 EAST AVE. A
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254-228-9767
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TCG ENGINEERING

STATE OF TEXAS
GARRETT D. NORDYKE
100345
LICENSED
PROFESSIONAL ENGINEER
TCG ENGINEERING
F-17652

Texas811 Know what's below. Call before you dig.

Garrett Nordyke, P.E.
05/10/2020

WILLIAMSON CO., TX
THE RANGE AT WALBURG
PRELIMINARY PLAT
MOBILITY PLAN

SHEET SIZE:	PRINT DATE:	
24" X 36"	5/10/20	C012

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Exhibit "C"

DEDICATED ROW REQ'D FOR ARTERIAL (7.07 ACRES)
HATCHED AREAS REPRESENT DEDICATED ROW

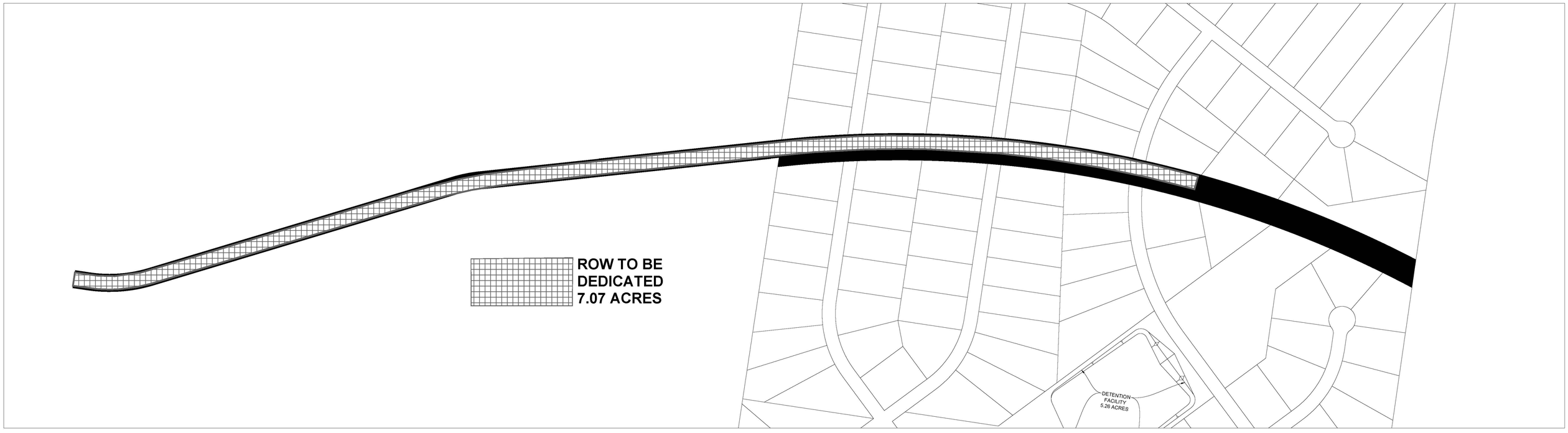
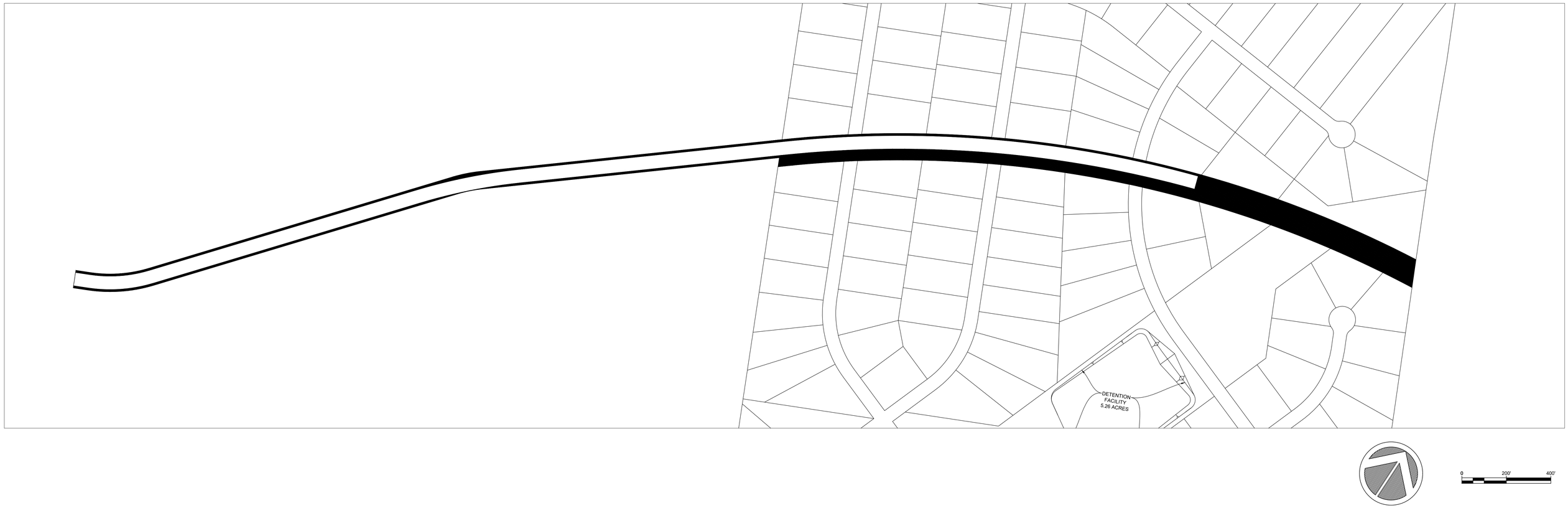


Exhibit "D"

ADDITIONAL ROW REQ'D FOR ARTERIAL (7.00 ACRES)
SHADED AREAS REPRESENT ADDITIONAL ROW



Commissioners Court - Regular Session **98.**

Meeting Date: 09/01/2020

CR 366 Real Estate 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 Charles and Deborah Lannen for Right of Way needed on The CR 366 project (Parcel 12). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lannen Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:26 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 11:04 AM

Final Approval Date: 08/27/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 12

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHARLES MICHAEL LANNEN** and **DEBORAH LYNN LANNEN** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.1004 acre (4,373 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being a portion of that tract described as 1.00 acre conveyed to Deborah Lynn Lannen (1/2 interest) by Deed of Gift dated February 23, 1989, as recorded in Volume 1760, Page 78, Official Records, Williamson County, Texas (O.R.W.C.T.), said 1.00 acre tract being a portion of a called 16 acre tract conveyed to **CHARLES MICHAEL LANNEN** (1/2 interest) by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 0.1004 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 12**);

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 FIVE THOUSAND THREE HUNDRED EIGHTY and 00/100 Dollars ($5,380.00).

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 August 31, 2020, 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:

By: Charles M. Lannen
CHARLES MICHAEL LANNEN

Date: 8-21-2020

Address: 3901 Old Georgetown Rd.
Taylor, Texas 76574

SELLER:

By: Deborah Lynn Lannen
DEBORAH LYNN LANNEN

Date: 08/21/2020

Address: 3901 Old Georgetown Rd.
Taylor, Texas 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

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

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF a 4,373 square foot (0.1004 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 1.00 acre conveyed to Deborah Lynn Lannen (1/2 interest) by Deed of Gift dated February 23, 1989, as recorded in Volume 1760, Page 78, Official Records, Williamson County, Texas (O.R.W.C.T.), said 1.00 acre tract being a portion of a called 16 acres conveyed to Charles Michael Lannen (1/2 interest) by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 4,373 square foot (0.1004 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found (bent) at the northwest corner of said remainder of 16 acre tract and the southwest corner of that tract described as 39.55 acres (Tract One) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE, N 68°23'43" E, along the north line of said remainder of 16 acre tract and the south line of said 39.55 acre tract, passing at a distance of 1,820.84 feet the northwest corner of said 1.00 acre tract, from which a 1/2-inch iron rod found bears N 21°29'47" W, a distance of 0.19 feet, continuing along the south line of said 39.55 acre tract, with the north line of said 1.00 acre tract, a distance of 337.94 feet for a total distance of 2,158.78 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 70.00 feet left of Engineer's Baseline Station 50+41.24, and having Surface Coordinates of North=10,192,593.73, East=3,205,374.00;

1) **THENCE, N 68°23'43" E**, along the north line of said 1.00 acre tract and the south line of said 39.55 acre tract, a distance of **87.59 feet** to a 1/2-inch iron rod found (bent) at the northeast corner of said 1.00 acre tract, being the original occupied northeast corner of said remainder of 16 acre tract as per Volume 1760, Page 78, O.R.W.C.T., and the southeast corner of said 39.55 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

EXHIBIT A

County: Williamson
Highway: County Road 366
May 8, 2020
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 12

2) **THENCE, S 21°25'53" E,** along the east line of said 1.00 acre tract and the west margin of CR 366, a distance of **49.94 feet** to a 1/2-inch iron rod found at the southeast corner of said 1.00 acre tract and the northeast corner of said remainder of 16 acre tract, from which a 1/2-inch iron pipe found (bent) at the southeast corner of said remainder of 16 acre tract, being in the west margin of CR 366, bears S 21°25'53" E, a distance of 505.45 feet;

3) **THENCE, S 68°23'43" W,** along the south line of said 1.00 acre tract and the north line of said remainder of 16 acre tract, a distance of **87.56 feet** to a point (unable to set) in the proposed west right-of-way line of CR 366, 70.00 feet left of Engineer's Baseline Station 49+91.30;

4) **THENCE, N 21°27'49" W,** along the proposed west right-of-way line of CR 366, across said 1.00 acre tract, a distance of **49.94 feet** to the **POINT OF BEGINNING** and containing 4,373 square feet (0.1004 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 12

A parcel plat of even date was prepared in conjunction with this property description.

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of May, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

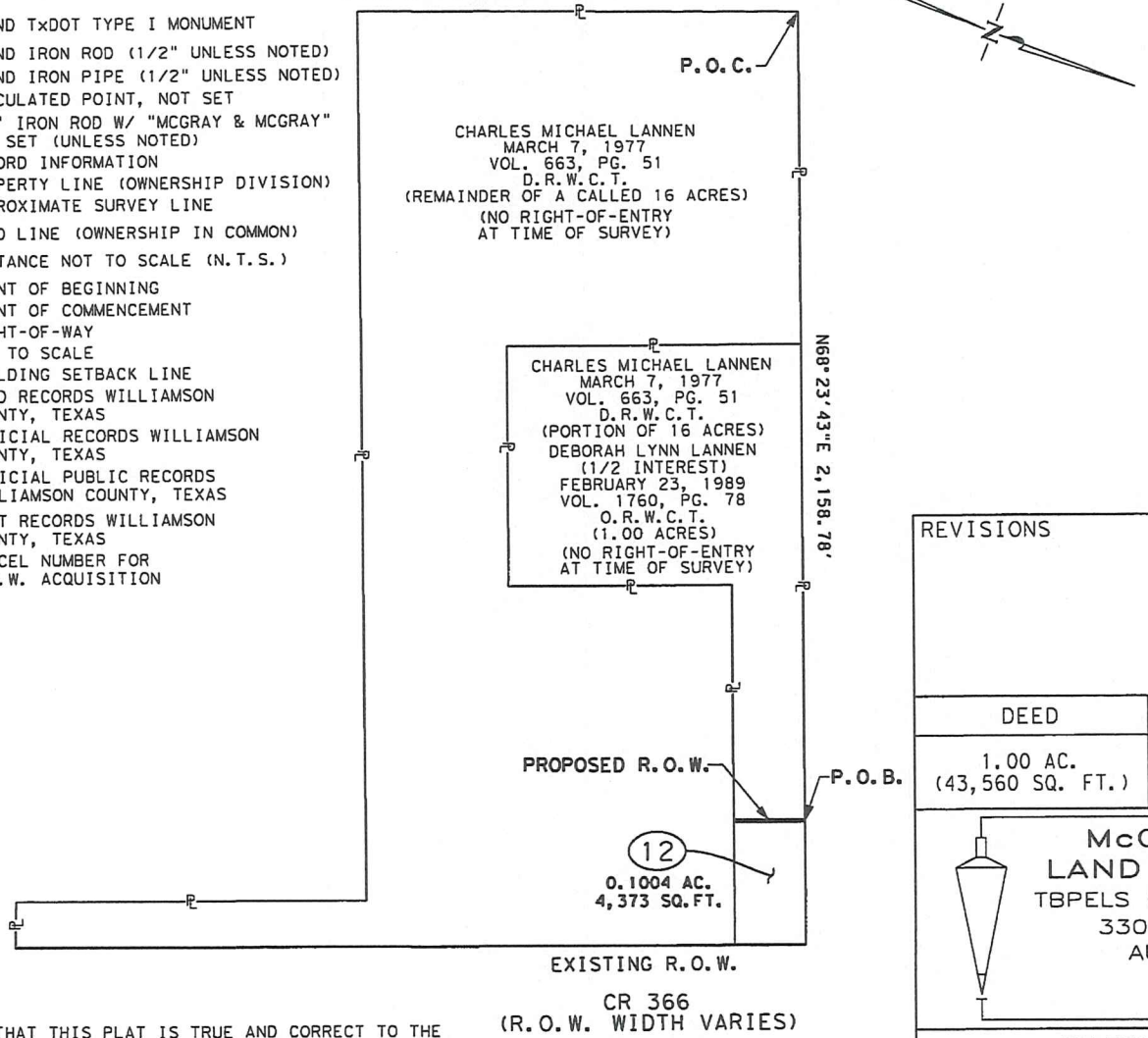
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 12

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION



PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
6. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

REVISIONS

DEED	ACQUISITION	REMAINING LT
1.00 AC. (43,560 SQ. FT.)	0.1004 AC. (4,373 SQ.FT.)	0.90 AC. (39,187 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

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

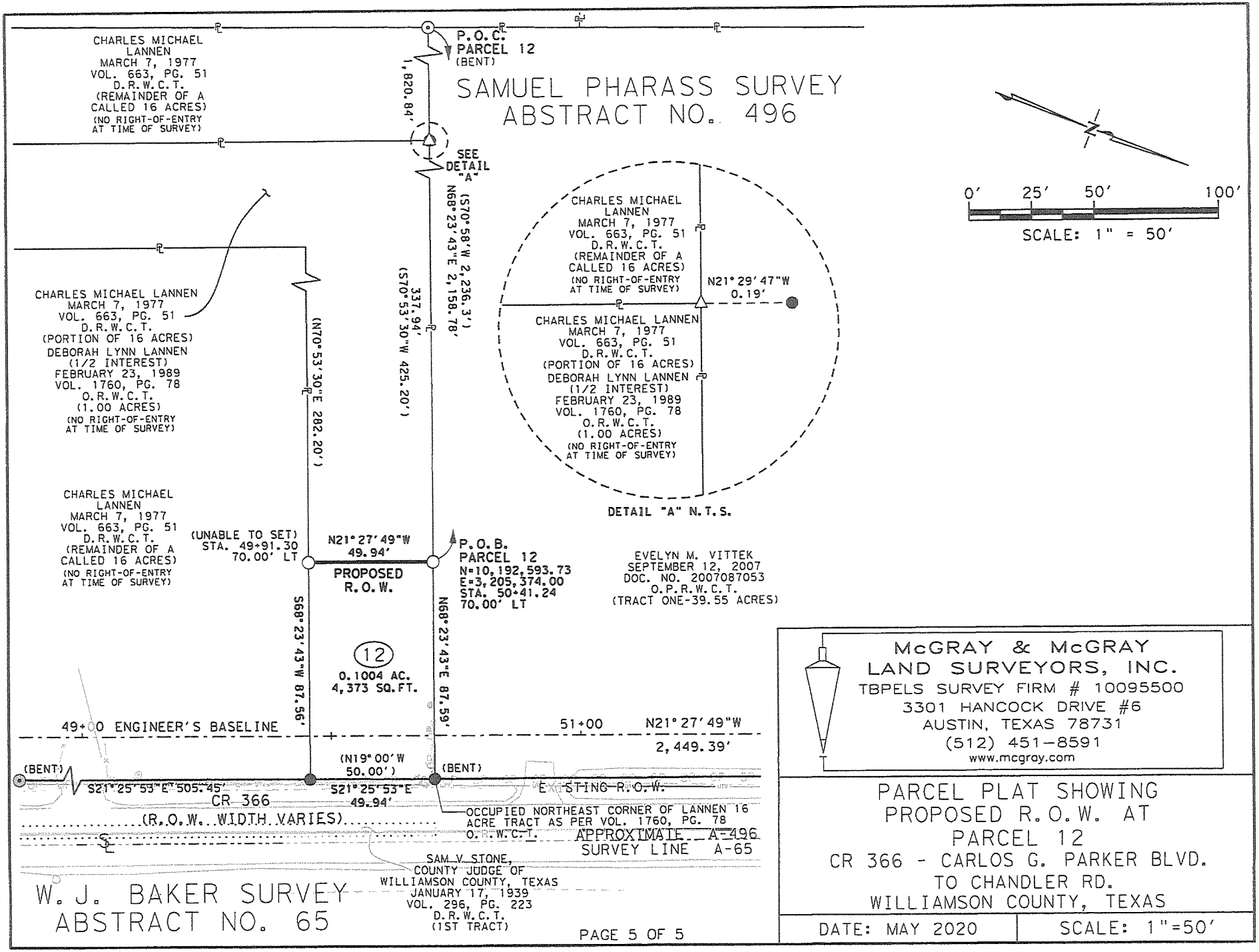
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 12
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 12

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'

Parcel 12

DEED

County Road 366 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CHARLES MICHAEL LANNEN** and **DEBORAH LYNN LANNEN**, 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 0.1004 acre (4,373 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being a portion of that tract described as 1.00 acre conveyed to Deborah Lynn Lannen (1/2 interest) by Deed of Gift dated February 23, 1989, as recorded in Volume 1760, Page 78, Official Records, Williamson County, Texas (O.R.W.C.T.), said 1.00 acre tract being a portion of a called 16 acre tract conveyed to **CHARLES MICHAEL LANNEN** (1/2 interest) by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 0.1004 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 12**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[Signature Page Follows]

GRANTOR:

_____

CHARLES MICHAEL LANNEN

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by CHARLES MICHAEL LANNEN in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of _____

GRANTOR:

_____

DEBORAH LYNN LANNEN

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by DEBORAH LYNN LANNEN in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of _____

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:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **99.**

Meeting Date: 09/01/2020

CR 366 Real Estate 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 Evelyn M. Vittek for Right of Way needed on the CR 366 project (Parcel 13). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vittek Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:22 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 11:14 AM

Final Approval Date: 08/27/2020

REAL ESTATE CONTRACT
CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **EVELYN M. VITTEK** (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:

> Being 2.814 acres (122,562 square foot) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, and being a portion of those tracts described as 39.55 acres (Tract One) and 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas. Said 122,562 square foot (2.814 acres) parcel of land being more particularly described by metes and bounds description shown in EXHIBIT "A" attached hereto and made a part hereof (Parcel 13).

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of EIGHTY THOUSAND AND FIFTY and 00/100 Dollars ($80,050.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

2.03. Driveway Reconstruction. As additional consideration for conveyance of the Property and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that at its sole expense and as part of the construction of the proposed County Road 366 widening improvements on the Property, Purchaser shall construct a 14' wide driveway with a 10' foot turning radius between County Road 366 and Purchaser's remaining property. The reconstructed driveway shall be in substantial compliance with the plan, design, location and specifications as shown in Exhibit "B" attached hereto and incorporated herein, and shall otherwise comply with any code requirements or specifications of Williamson County, Texas.

Seller is responsible for the cost and construction of any portion of the driveway shown in Exhibit "B" which is beyond the new right of way line created by the Property conveyed herein, and such construction shall be completed in accordance with the design and specifications as shown in the attached plan, or shall otherwise comply with any applicable requirements or specifications of Williamson County, Texas for the uses to which the remaining property is put.

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 September 30, 2020, 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" conveying such interest to Williamson County, Texas, 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.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII

BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Evelyn M. Vittek
EVELYN M. VITTEK

Address: 8002 Burrell Dr.
Austin, Texas 78757

Date: 8-24-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 13

DESCRIPTION OF a 122,562 square foot (2.814 acres) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of those tracts described as 39.55 acres (Tract One) and 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 122,562 square foot (2.814 acres) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found (bent) at the southwest corner of said 39.55 acre tract and the northwest corner of a remainder of a called 16 acres conveyed to Charles Michael Lannen by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.);

THENCE, N 68°23'43" E, along the south line of said 39.55 acre tract and the north line of said remainder of 16 acre tract, passing at a distance of 1,820.84 feet a point at the northwest corner of that tract described as 1.00 acre conveyed to Deborah Lynn Lannen (1/2 interest) by Deed of Gift dated February 23, 1989, as recorded in Volume 1760, Page 78, Official Records, Williamson County, Texas (O.R.W.C.T.), said 1.00 acre tract being a portion of said called 16 acre conveyed to Charles Michael Lannen (1/2 interest), from which a 1/2-inch iron rod found bears N 21°29'47" W, a distance of 0.19 feet, continuing along the south line of said 39.55 acre tract, with the north line of said 1.00 acre tract, a distance of 337.94 feet for a total distance of 2,158.78 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 70.00 feet left of Engineer's Baseline Station 50+41.24, and having Surface Coordinates of North=10,192,593.73, East=3,205,374.00;

THENCE, with the proposed west right-of-way line of CR 366, across said 39.55 acre tract and said 41.88 acre tract, the following six (6) courses, numbered 1 through 6:

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 13

1) **N 21°27'49" W**, passing at a distance of **456.26 feet** a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 54+97.50, being in the north line of said 39.55 acre tract and the south line of said 41.88 acre tract, from which a 2-inch iron pipe in concrete found at an angle point in the north line of said 39.55 acre tract and the south line of said 41.88 acre tract bears S 68°21'03" W, a distance of 124.30 feet, and continuing a distance of **311.51 feet** for a **total distance of 767.77 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 58+09.01,

2) **S 68°32'11" W**, a distance of **55.50 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 125.50 feet left of Engineer's Baseline Station 58+09.01,

3) **N 21°27'49" W**, a distance of **99.55 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 125.50 feet left of Engineer's Baseline Station 59+08.56,

4) **N 68°32'11" E**, a distance of **55.50 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 59+08.56,

5) **N 21°27'49" W**, a distance of **191.41 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 60+99.97, for the beginning of a curve to the right, and

6) with said curve to the right, an arc distance of **533.86 feet**, through a central angle of **03°47'25"**, having a radius of **8,070.00 feet**, and a chord bearing **N 19°37'19" W**, a chord distance of **533.76 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 66+29.26, being in the north line of said 41.88 acre tract and the south line of that tract described as Tract 14 conveyed to the Walther Family Limited Partnership by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T., said Tract 14 being further described as 42.12 acres in Document No. 9722475, O.R.W.C.T., from which a 1/2-inch iron pipe found at the northwest corner of said 41.88 acre tract and the southwest corner of said 42.12 acre tract bears S 68°20'57" W, a distance of 2,171.41 feet;

PROPERTY DESCRIPTION FOR PARCEL 13

7) **THENCE, N 68°20'57" E**, along the north line of said 41.88 acre tract and the south line of said 42.12 acre tract, a distance of **51.41 feet** to a 5/8-inch iron rod found at the northeast corner of said 41.88 acre tract and the southeast corner of said 42.12 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

THENCE, along the west margin of CR 366 the following three (3) courses, numbered 4 through 6:

8) **S 21°40'06" E**, with the east line of said 41.88 acre tract, a distance of **1,135.90 feet** to a 1/2-inch iron rod found, being the southeast corner of said 41.88 acre tract and in the north line of said 39.55 acre tract,

9) **N 68°28'24" E**, with the north line of said 39.55 acre tract, a distance of **14.47 feet** to a point at the northeast corner of said 39.55 acre tract, and

10) **S 21°31'36" E**, with the east line of said 39.55 acre tract, a distance of **456.30 feet** to a 1/2-inch iron rod found (bent) at the southeast corner of said 39.55 acre tract and the northeast corner of said 1.00 acre tract;

11) **THENCE, S 68°23'43" W**, along the south line of said 39.55 acre tract and the north line of said 1.00 acre tract, a distance of **87.59 feet** to the **POINT OF BEGINNING** and containing 122,562 square feet (2.814 acres) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 13

A parcel plat of even date was prepared in conjunction with this property description.

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of May, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

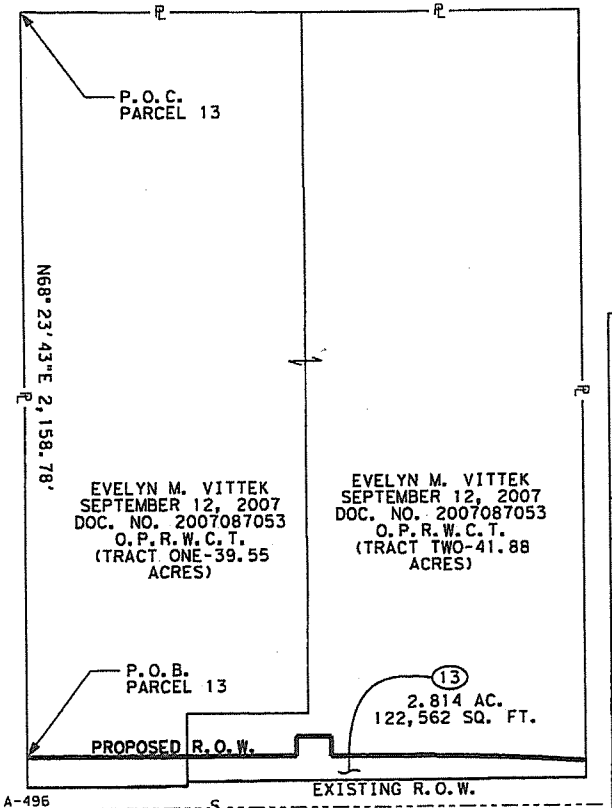
PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 13

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION



PROPERTY INSET
NOT TO SCALE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

W. J. BAKER SURVEY
ABSTRACT NO. 65

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

CALCULATED	ACQUISITION	REMAINING LT
81.43 AC. 3,547,091 SQ.FT.	2.814 AC. 122,562 SQ. FT.	78.62 AC. 3,424,529 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 13

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

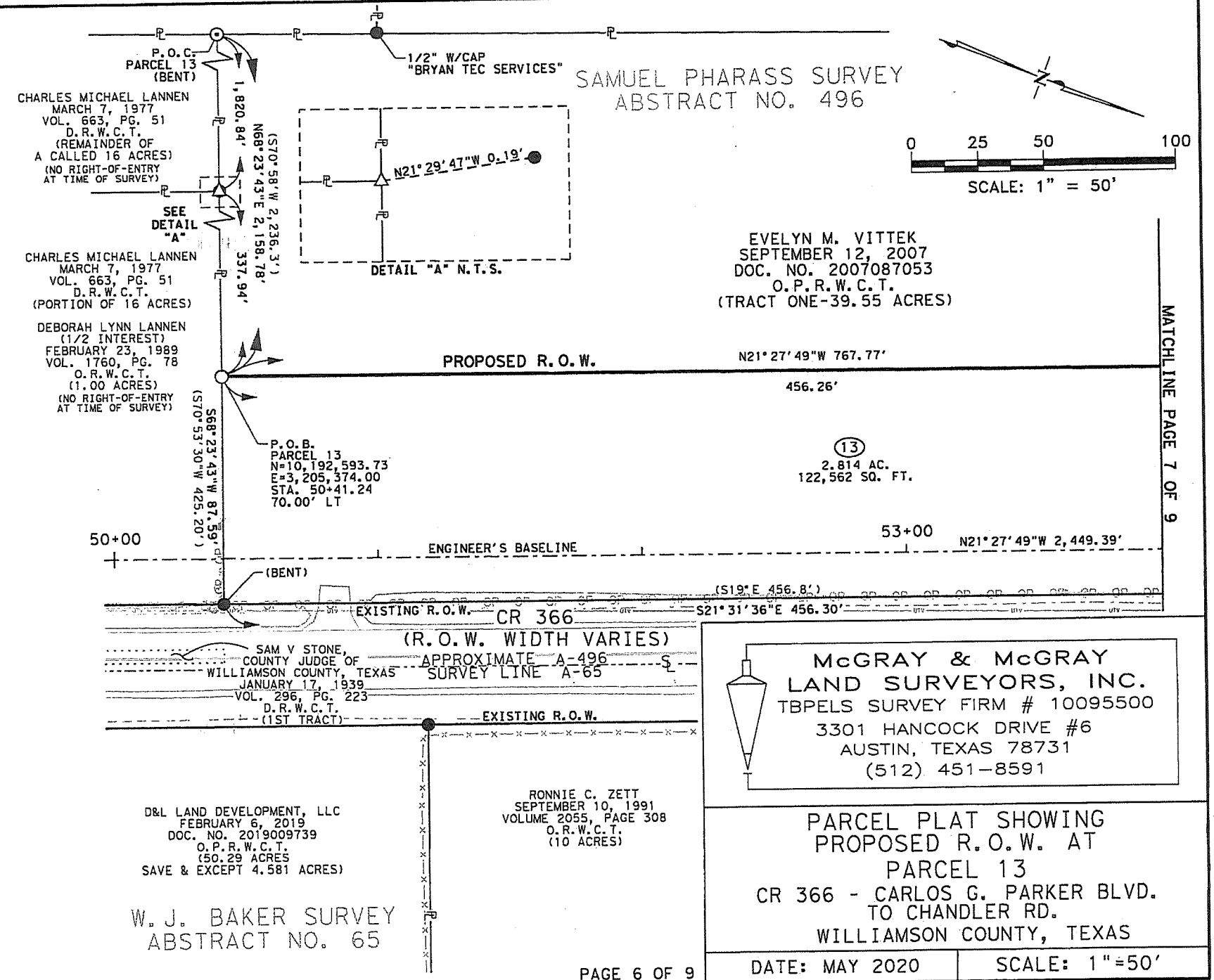
DATE: MAY 2020 | SCALE: N.T.S.

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

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

DATE

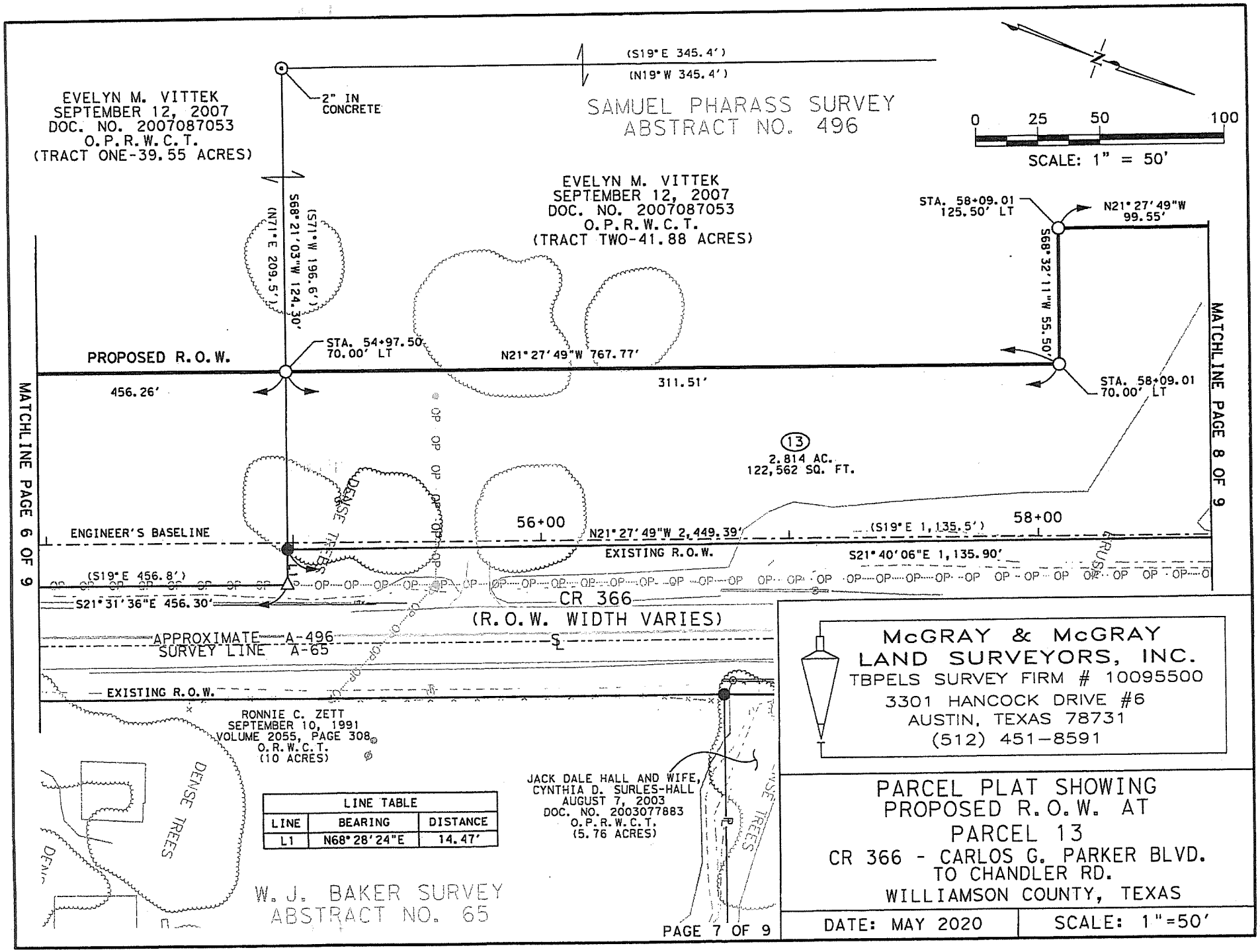


McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 13

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°28'24"E	14.47'

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CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	533.86'	8,070.00'	03°47'25" RT	N19°37'19"W	533.76'

0 25 50 100
SCALE: 1" = 50'

EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)

STA. 59+08.56
125.50' LT
N21°27'49"W
99.55'
N68°32'11"E 55.50'
STA. 60+99.97
70.00' LT
N21°27'49"W 191.41'
C1
PROPOSED R.O.W.
STA. 59+08.56
70.00' LT
(13)
2.814 AC.
122,562 SQ. FT.

MATCHLINE PAGE 7 OF 9

MATCHLINE PAGE 9 OF 9

60+00
ENGINEER'S BASELINE
N21°27'49"W 2,449.39'
(S19°E 1,135.5')
63+00
S21°40'06"E 1,135.90'
EXISTING R.O.W.
CR 366
(R.O.W. WIDTH VARIES)
APPROXIMATE A-496
SURVEY LINE A-65
PC 61+00.00
EXISTING R.O.W.

JACK DALE HALL AND WIFE,
CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(5.76 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

ENGINEER'S BASELINE CURVE DATA	
PI NORTHING	= 10,193,988.96
PI EASTING	= 3,204,900.23
PI STATION	= 65+13.06
DELTA	= 5°54'41" (RT)
DEGREE OF CURVE	= 0°42'58"
TANGENT	= 413.06'
LENGTH	= 825.39'
RADIUS	= 8,000.00'
CHORD BEARING	= N18°33'42"W
CHORD	= 825.03'
PC STATION	= 61+00.00
PT STATION	= 69+25.39

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
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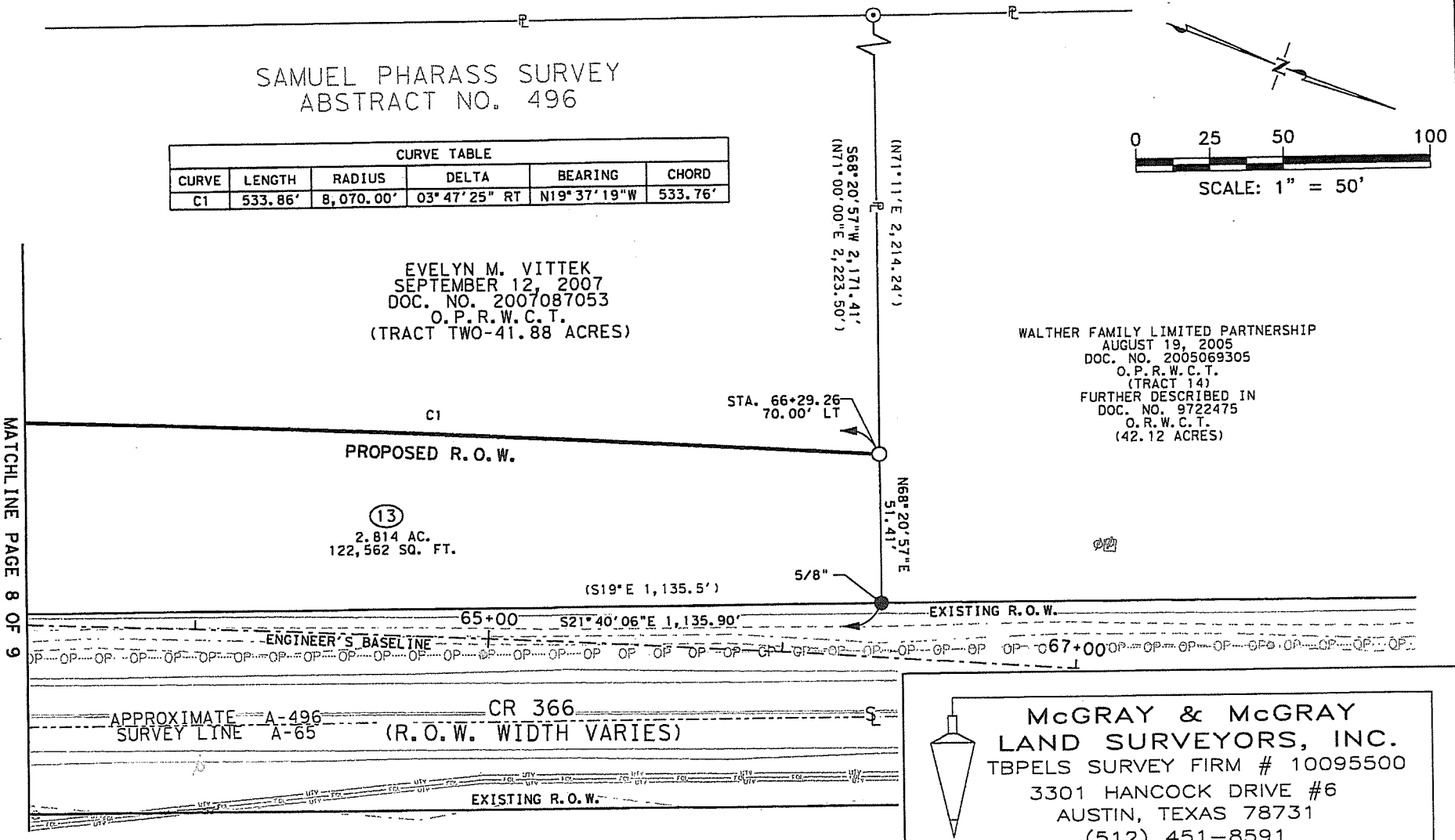
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'



MATCHLINE PAGE 8 OF 9

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
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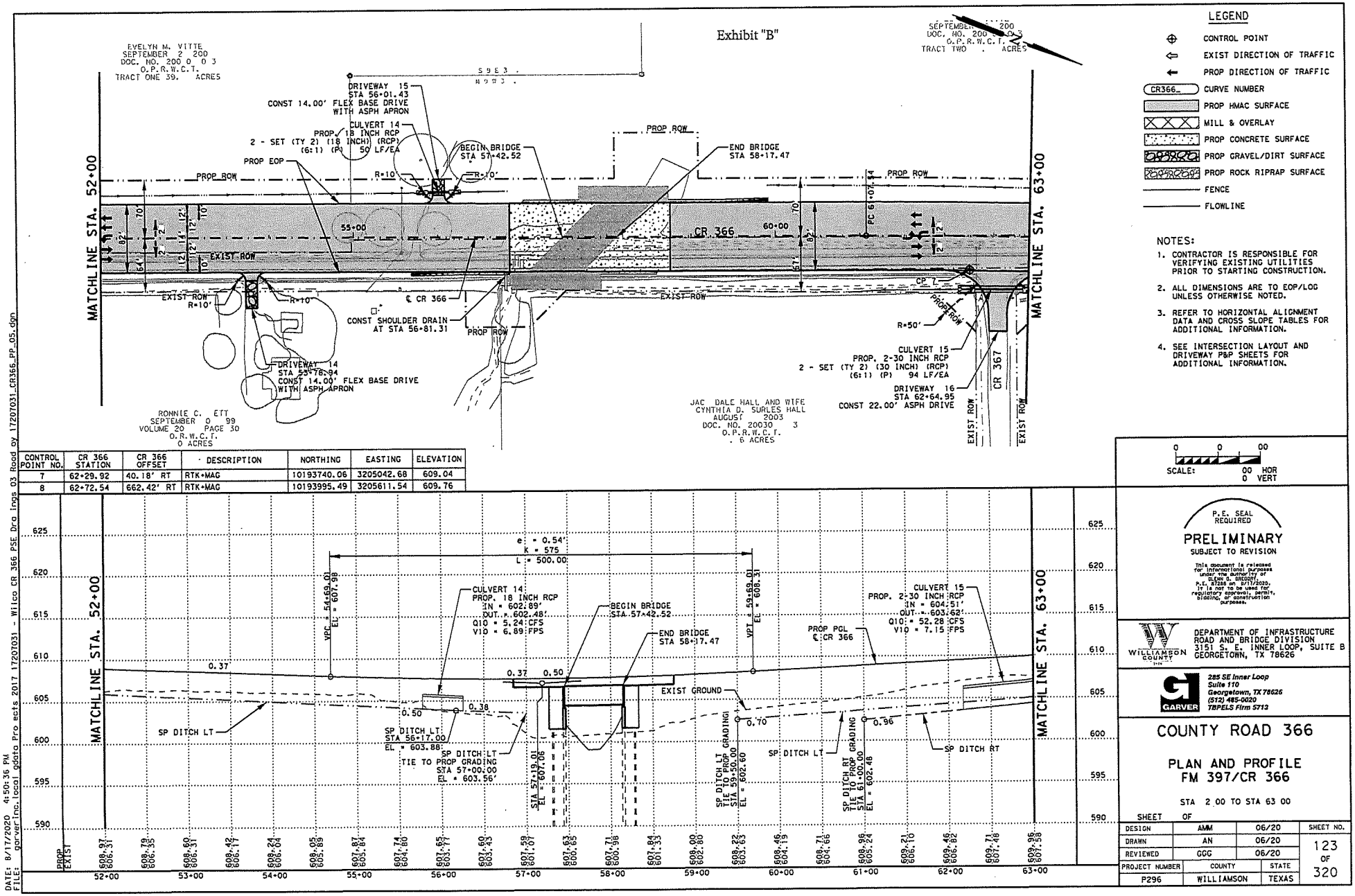
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 13

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'



LEGEND

- CONTROL POINT
- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- CR366_ CURVE NUMBER
- PROP HMAC SURFACE
- MILL & OVERLAY
- PROP CONCRETE SURFACE
- PROP GRAVEL/DIRT SURFACE
- PROP ROCK RIPRAP SURFACE
- FENCE
- FLOWLINE

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
2. ALL DIMENSIONS ARE TO EOP/LOG UNLESS OTHERWISE NOTED.
3. REFER TO HORIZONTAL ALIGNMENT DATA AND CROSS SLOPE TABLES FOR ADDITIONAL INFORMATION.
4. SEE INTERSECTION LAYOUT AND DRIVEWAY P&P SHEETS FOR ADDITIONAL INFORMATION.

CONTROL POINT NO.	CR 366 STATION	CR 366 OFFSET	DESCRIPTION	NORTHING	EASTING	ELEVATION
7	62+29.92	40.18' RT	RTK+MAG	10193740.06	3205042.68	609.04
8	62+72.54	662.42' RT	RTK+MAG	10193995.49	3205611.54	609.76

SCALE: 0 0 00 — 00 HOR, 0 VERT

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

This document is released for interactional purposes under the authority of Glenn D. Garver, P.E., 87288 on 8/17/2020. It is not to be used for regulatory approval, permit, bidding, or construction purposes.

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
(512) 485-0020
TBPELS Firm 5713

COUNTY ROAD 366

PLAN AND PROFILE
FM 397/CR 366

STA 2 00 TO STA 63 00

SHEET OF

DESIGN	AMM	06/20	SHEET NO.
DRAWN	AN	06/20	123
REVIEWED	GGG	06/20	OF
PROJECT NUMBER	COUNTY	STATE	320
P296	WILLIAMSON	TEXAS	

DATE: 8/17/2020 4:50:36 PM
FILE: garver inc. local gdata Pro ects 2017 17207031 - Wilco CR 366 PSE Dra ings 03 Road by 17207031_CR366_PP_05.dgn

Exhibit "C"

Parcel 13

DEED

County Road 366 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **EVELYN M. VITTEK**, 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 (the "Property"):

> Being 2.814 acres (122,562 square foot) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, and being a portion of those tracts described as 39.55 acres (Tract One) and 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas. Said 122,562 square foot (2.814 acres) parcel of land being more particularly described by metes and bounds description shown in EXHIBIT "A" attached hereto and made a part hereof (Parcel 13).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 County Road 366

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

_____
EVELYN M. VITTEK

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by EVELYN M. VITTEK, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

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

Meeting Date: 09/01/2020

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: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
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 CR 366.
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 real property for future SH 29 corridor.
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/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
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
y) Discuss the acquisition of the MKT Right of Way

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
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:23 AM
Form Started By: Charlie Crossfield		Started On: 08/27/2020 11:18 AM
Final Approval Date: 08/27/2020		

Commissioners Court - Regular Session **101.**

Meeting Date: 09/01/2020

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
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2020 11:23 AM

Form Started By: Charlie Crossfield Started On: 08/27/2020 11:21 AM

Final Approval Date: 08/27/2020