NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 15, 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 – 44)

4. Discuss, consider and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment < $5000	$700.00
To	0100.0570.003006	Office Equipment < $5000	$700.00

5. Discuss, consider and take appropriate action for a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005740	Computer Equipment > $5000	$4000.00

To	0100.0570.004500	Maintenance Contracts	$4000.00

6. 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	0100.0560.003008	Law Enforcement Equipment	$2,000.00
TO	0100.0560.003311	Uniforms	$2,000.00

7. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004210	Internet	$4,600
To	0100.0541.004541	Vehicle Maintenance and Repair	$4,600

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	$1,500
To	0100.0576.003318	Janitorial Supplies	$1,500

9. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including fourteen (14) Chev. Tahoes, one (1) Ford van, one (1) Chev. Silverado, one (1) International asphalt distributor, one (1) John Deere Wheel Loader, one (1) Cat Wheel Loader, one (1) Cat Smooth Roller, two (2) Cat Pneumatic Rollers, one (1) Ingersoll Vibratory Compactor, one (1) Volvo Vib Pad foot, three (3) International 6x4 Truck Tractors and two (2) International 12 yd. Dump Trucks, pursuant to Tx. Local Gov't Code 263.152.

10. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Inter-departmental Transfer including one (1) Ford F250 and one (1) Chevrolet Silverado, pursuant to Tx. Local Gov't Code 263.152.

11. Discuss, consider, and take appropriate action to approve the County Attorney August 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

12. Discuss, consider and take appropriate action on approving property tax collections for the month of August 2020 for the Williamson County Tax Assessor/Collector.

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

14. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 10 and the County of Williamson, Texas.

15. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 11 and the County of Williamson, Texas.

16. Discuss, consider and take appropriate action on approving the purchase of Tax Statement Printing and Mailing from Variverge in the amount of $66,315 pursuant to Montgomery County ILA.

17. Discuss, consider and take appropriate action on approving the maintenance agreements between Hamilton Vaultronics, LLC and Williamson County for vault maintenance for two Tax Office locations in the amount of $800 per location, and authorizing execution of the agreements.

18. Discuss, consider and take appropriate action on approving the proposals from Knight Security Systems, Inc for additional cameras at Williamson County Tax Office locations in the amount of $23,015.52, pursuant to DIR Contract #DIR-CPO-4494, and authorizing execution of the proposals.

19. Discuss, consider and take appropriate action to accept a donation of $500 (check) to Mobile Outreach Team.

20. Take action and note in the official Commissioners Court minutes a County contribution rate of $844 per employee per month for Benefits for FY21.

21. Discuss, consider, and take appropriate action on approving a service agreement with Pre-employ.com to provide pre-employment background check services to support the operations of the Williamson County Human Resources Department and authorize the County Judge to sign all attached documents.

22. Discuss, consider and take appropriate action on approving the lease of one (1) Sharp MX-M5071 copier to support the operations of Williamson County Commissioner, Precinct 4, in the amount of $116.31 per month per the terms of DIR Contract #DIR-CPO-4433.

23. Discuss, consider and take appropriate action on approving the agreement between PetSmart Charities, Inc. and Williamson County for the use of PetSmart locations as an adoption site, and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Animal Shelter Veterinary Equipment under RFP #T1705.

25. Discuss, consider and take appropriate action on approving a Services Contract for Fixed Asset Management Program and Software (BuyBoard Contract #579-19) between Williamson County and RCI Technologies, Inc. for the amount of $48,000.00 and authorizing execution of the contract.

26. Discuss, consider and take appropriate action on a Commercial Property Lease Extension Agreement between Williamson County and Operation Liberty Hill, Inc. relating to the commercial property designated as 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less) whereby the Commercial Lease between the parties will be extended for an additional term from November 1, 2020 to October 31, 2025, as provided and authorized in the said lease.

27. Discuss, consider and take appropriate action on approving the agreement between WINTECH, LLC and Williamson County for Alice Receptionist Enterprise Subscription software for one year for $4,888.60, and authorizing the execution of the agreement.

28. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Viking Fence Co, Inc. to provide the automation of existing entry gate at Williamson County Berry Springs Park in the amount of $7,850.00 and authorizing execution of the agreement.

29. Discuss, consider and take appropriate action on the revised Williamson County Parks Department reservation and cancellation policy.

30. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Knight Janitorial Services, Inc. to provide basic labor to strip and wax concrete flooring in the amount of $15,100.00 per the terms of BuyBoard Contract # 557-18, and authorizing execution of the agreement.

31. Discuss, consider and take appropriate action on approving the Revised Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 3001 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock, TX 78665 in the amount of $1,199.00 a month, with a $4,940.00 Fiber installation fee, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

32. Discuss, consider and take appropriate action on accepting and approving SWA #2 to WA #1 for the Williamson County Expo Pavilion with Alliance Engineering Group, Inc. This authorization will extend the contract through December 30th, 2020 and provide an increase from $29,903.00 to $32,990.00.

33. Discuss, consider and take appropriate action on approving Contract Amendment No. 1 to Williamson County Contract for Engineering Services with Alliance Engineering Group, Inc. in the amount of $3,087.00.

34. Discuss, consider, and take appropriate action on approving the price proposal between J.T. Vaughn Construction, LLC and Williamson County for Road and Bridge Roof Insulation and Ceiling in the amount of $13,929.00 pursuant to Choice Partners Contract No.15/041JN-16 and authorizing the execution of the agreement.

35. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Dustin Moore d/b/a Team Services to provide the installation of two new AC units at the Williamson County Animal Shelter in the amount of $16,840.00 and authorizing execution of the agreement.

36. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Corridor E Planning under RFQ #T1853. Funding source P359, P371 and P372.

37. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning for Anderson Mill Road and RM 620 Extension under RFQ #T1852. Funding source P337 & P338.

38. Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex.Loc. Gov't Code $262.024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY20/21 based on criteria and definitions provided by the Williamson County Purchasing Agent.

39. Discuss, consider and take appropriate action on approving the extension of Herbicides Contract #1911, renewal option period 1, for the same pricing, terms and conditions as the existing contract with Nutrien Ag Solutions, Inc. for the term September 24, 2020 – September 23, 2021, and authorizing execution of the renewal agreement.

40. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for construction of safety improvements at Ronald Reagan Blvd at Silver Spur Blvd and Ronald Reagan Blvd at Sun City Blvd under IFB #T1873. Funding Source is P354.

41. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $8,093,357.00 to expire September 30, 2021 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds

42. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $1,273,767.00 to expire September 30, 2021 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management. Funding source: Long Range Transportation Funds.

43. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services.

44. Discuss, consider and take appropriate action on approval of the preliminary plat for the Steele Addition subdivision – Precinct 4.

REGULAR AGENDA

45. Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Dating Violence Awareness Month.

46. Discuss, consider and take appropriate action on a resolution proclaiming September 15, 2020, as National IT Professionals Day in Williamson County.

47. Discuss, consider, and take appropriate action on the FY20/21 Budget Order.

48. Discuss, consider and take appropriate action on approving a Release of All Claims and Indemnity Agreement between Rodney A. Hurdsman and Williamson County, Texas settling all claims in relation to Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies, et al., In The United States District Court For The Western District of Texas – Austin Division.

49. Discuss, consider and take appropriate action on a Services Contract between Williamson County and Fostering Hope, Inc. for the provision of grant application and development assistance in relation to the Williamson County Family Recovery Court program.

50. 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.

51. Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'21 adopted budget approved by Commissioners Court on August 25, 2020.

52. 10:00 AM---Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for Fiscal Year 2020-2021.

53. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2020-2021.

54. 10:15 AM---Hold public hearing on the plan for funding of the preservation and restoration of the District Clerk Records Archive for Fiscal Year 2020-2021.

55. Discuss, consider and take appropriate action on the plan for funding of the preservation and restoration of the District Clerk's Record Archive for 2020-2021.

56. Discuss, consider and take appropriate action on a change to the Employee Policy Manual regarding the Sheriff's Office Law Enforcement and Corrections staff.

57. Discuss, consider, and take appropriate action on approving Williamson County EMS Community Health Paramedics to participate with the Williamson County and Cities Health District in the National Association of County and City Health Officials (NACCHO) Building Local Operational Capacity for COVID-19 grant.

58. Discuss, consider and take appropriate action on a new Parks Pass program for the Williamson County Parks Department.

59. Discuss, consider and take appropriate action on new and revised fees for the Parks Department.

60. Discuss, consider and take appropriate action on awarding RFP #T1289 Landscape Services for Williamson County Parks to the overall highest scoring respondent Heart of Texas Landscape and Irrigation Company effective October 1, 2020 in the annual amount of $123,255.00.

61. Discuss, consider and take action to approve a Memorandum of Understanding between the United States Attorney's Office for the District of Columbia, the Metropolitan Police Department of Washington, D.C., and the Williamson County Sheriff's Office for the purposes of participating in the 59th Presidential Inauguration Task Force.

62. Discuss, consider and take appropriate action on approving Commercial Security Integration for jail camera software license and maintenance renewal in the amount of $19,100 and exempting this purchase from competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemptions Section 262.024(a)(7)(D) captive replacement parts or components for equipment.

63. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Presidio Networked Solutions Group, LLC to provide the solution for backup and recovery of email system per TIPS Contract #180501 for a term of 5 years in the amount of $171,635.72 and authorizing execution of the purchase.

64. Discuss, consider and take appropriate action on authorizing the County Treasurer, in partnership with the County Auditor, to initiate a Pilot Program with the Wells Fargo Commercial Card Program, also referred to as a Payables Card, to be used by select Departments for use in the payment of monthly recurring utility and telecommunication billings.

65. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to an unforeseeable circumstance and approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$70,504.90

66. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to an unforeseeable circumstance to approve a budget amendment acknowledging additional expenditures to the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repair & Main	$46,317.15
	0100.0440.004541	Vehicle Repair & Main	$10,336.98
	0100.0475.004541	Vehicle Repair & Main	$6,420.19
	0100.0509.004541	Vehicle Repair & Main	$4,191.04
	0100.0541.004541	Vehicle Repair & Main	$3,239.54

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

68. Receive the September 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

69. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $-316,997.71 for Southwest Bypass Segment 2 (James Construction Group), a Road Bond project in Commissioner Pct. 3.
P: 243 Funding: Road Bond

70. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $0.00 for Inner Loop Improvements (Chasco Constructors), a Road Bond project in Commissioners Pct. 3.
P: 226 & 251 Funding: Road Bond

71. Discuss, consider, and take appropriate action on US 79/FM 3349 Improvements Grant Application.

72. Discuss, consider and take appropriate action on a Real Estate Contract with Marco A. and Veronica Lozoria for right of way needed on the SE Loop project (Parcel 7). Funding Source: Road Bonds P463

73. Discuss, consider and take appropriate action on a Real Estate Contract with Charles Michael Lannen for right of way needed on the CR 366 project (Parcel 11). Funding Source: Road Bonds P296

74. Discuss, consider and take appropriate action on a Real Estate Contract with Debra Briggs for right of way needed on the CR 110N project (Parcel 37A). Funding Source: Road Bonds P362

75. Discuss, consider and take appropriate action on a Real Estate Contract with JCN Family Partnership, LP for right of way needed on the CR 110 Middle project (Parcel 13M and 13M-E). Funding Source: Road Bonds P261

76. Discuss, consider and take appropriate action on a Claim for Payment of Incidental Expenses of Purchase of Replacement Dwelling for a residence that was acquired as right of way on the SE Loop project (Parcel 14). Funding Source: Road Bonds P463

77. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.392 acres) required for the construction of SE Loop, and take appropriate action. (Sylvia Rivera- Parcel 11).

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)."

78. 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 110 Middle
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

79.

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

80. 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.

81. 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)

82. Discuss and take appropriate action concerning economic development.

83. Discuss and take appropriate action concerning real estate.

84. 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.
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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
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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.
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y) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

85. 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.

86. Comments from Commissioners.

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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 11th day of September 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: 09/15/2020

Line Item Transfer for County Sheriff - Corrections

Submitted For: Robert Chody **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover insufficient funds in Office Equipment due to an approved Procurement Card transaction.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment < $5000	$700.00
To	0100.0570.003006	Office Equipment < $5000	$700.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/28/2020 01:10 PM
Budget Office	Ashlie Koenig	09/03/2020 09:30 AM
Form Started By: Abigail Dass		Started On: 08/28/2020 12:37 PM
Final Approval Date: 09/03/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/15/2020

Line Item Transfer for County Sheriff - Corrections

Submitted For: Robert Chody **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action for a line item transfer for the County Sheriff.

Background

Transferring funds to cover a shortfall in Maintenance Contracts for the Genetec Software Maintenance Agreement that is renewed every year for the camera security system in the Williamson County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005740	Computer Equipment > $5000	$4000.00
To	0100.0570.004500	Maintenance Contracts	$4000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/01/2020 03:27 PM
Budget Office	Ashlie Koenig	09/03/2020 08:45 AM
Form Started By: Abigail Dass		Started On: 08/28/2020 02:21 PM
Final Approval Date: 09/03/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/15/2020

Line Item Transfer to Uniforms

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

A line item transfer is requested to complete funding for patches for breast cancer awareness month.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.003008	Law Enforcement Equipment	$2,000.00
TO	0100.0560.003311	Uniforms	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:40 AM
Budget Office	Ashlie Koenig	09/10/2020 10:46 AM
Form Started By: Brenda Staples		Started On: 09/10/2020 09:30 AM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/15/2020

Line Item Transfer for Emergency Management

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary for repairs to the command bus.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004210	Internet	$4,600
To	0100.0541.004541	Vehicle Maintenance and Repair	$4,600

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 09:22 AM
Budget Office	Ashlie Koenig	09/09/2020 09:35 AM
Form Started By: Michael Shoe		Started On: 09/08/2020 10:10 AM
Final Approval Date: 09/09/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/15/2020

Budget Line Item Transfer Request for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a LIT from Professional Services (BLI 4100) into Janitorial Supplies (BLI 3318). The transfer request is based on current expenditures and anticipated expenditures for the remainder of the FY.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	$1,500
To	0100.0576.003318	Janitorial Supplies	$1,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:44 AM
Budget Office	Ashlie Koenig	09/10/2020 10:49 AM
Form Started By: John Pelczar		Started On: 09/10/2020 10:12 AM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/15/2020

V/E Assets for Auction 9.15.20

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 fourteen (14) Chev. Tahoes, one (1) Ford van, one (1) Chev. Silverado, one (1) International asphalt distributor, one (1) John Deere Wheel Loader, one (1) Cat Wheel Loader, one (1) Cat Smooth Roller, two (2) Cat Pneumatic Rollers, one (1) Ingersoll Vibratory Compactor, one (1) Volvo Vib Pad foot, three (3) International 6x4 Truck Tractors and two (2) International 12 yd. Dump Trucks, 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 9.15.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 08:32 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 08:33 AM
Form Started By: Randy Barker		Started On: 09/09/2020 08:22 AM
Final Approval Date: 09/10/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC9GR305203
Equipment/Door Number	SB1636
License Plate	1309529
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	108,621 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/23/2020 10:47 AM
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 7/28/2020 1:44 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/25/2020 8:33 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/2/2020 3:55 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/2/2020 4:05 PM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC4FR623586
Equipment/Door Number	SB1511
License Plate	1218291
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	108,397 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:15 AM
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 8/21/2020 1:05 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:48 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:27 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 10:17 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E06ER210671
Equipment/Door Number	SB1439
License Plate	1183402
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	115,910 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:15 AM
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 8/21/2020 1:03 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:49 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:35 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 10:23 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E07ER214096
Equipment/Door Number	SB1434
License Plate	1183388
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	127,575 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:20 AM
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 8/21/2020 1:01 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:50 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:37 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 10:33 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC3FR623398
Equipment/Door Number	SB1517
License Plate	1218196
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	127,874 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:22 AM
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 8/21/2020 1:00 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:52 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:40 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 10:36 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC4GR304301
Equipment/Door Number	SB1643
License Plate	1309530
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	112,956 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:13 AM
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 8/21/2020 1:06 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:42 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:20 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 9:50 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDECXGR306005
Equipment/Door Number	SB1644
License Plate	1309531
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	105,990 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:09 AM
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 8/21/2020 1:08 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:46 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:25 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 10:12 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC9GR306397
Equipment/Door Number	SB1649
License Plate	1309547
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	117,320 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/18/2020 7:08 AM
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 8/21/2020 1:10 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:45 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:23 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 9:55 AM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC5HR231358
Equipment/Door Number	SB1728
License Plate	1336532
Year	2017
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	accident repairs not viable vehicle has high maileage, 110,239 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 8/7/2020 1:23 PM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Accident repair exceeds value
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/14/2020 2:13 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 8/28/2020 3:39 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 8/31/2020 9:18 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 8/31/2020 9:47 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E05DR260332
Equipment/Door Number	SB1338
License Plate	1156604
Year	2013
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	99,180 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/3/2020 3:11 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 9/4/2020 7:37 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:10 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:16 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:26 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E02ER213566
Equipment/Door Number	SB1435
License Plate	1183387
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	128,516 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/3/2020 3:08 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 9/4/2020 7:32 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:06 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:09 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:18 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0GR303632
Equipment/Door Number	SB1635
License Plate	1309498
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	108,437 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/3/2020 3:18 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 9/4/2020 7:43 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:18 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:30 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:55 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC2GR304491
Equipment/Door Number	SB1634
License Plate	1309483
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	109,618 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/3/2020 3:22 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 9/4/2020 7:46 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:20 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:54 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:09 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC1GR307530
Equipment/Door Number	SB1633
License Plate	1309482
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	108,757 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/3/2020 3:20 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 9/4/2020 7:44 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:19 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:34 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:02 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	576 - Juvenile Services
County VIN/Serial Number	1FMRE1123YHA44632
Equipment/Door Number	JC0082
License Plate	1326834
Year	2000
Make	Ford Van
Model	E150
Comments (mileage, mechanical issues, other info)	Van is currently 20 Years Old.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ John Pelczar 8/17/2020 5:03 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 8/21/2020 1:45 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:36 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:15 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 9:40 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GC1KUEG4FF616527
Equipment/Door Number	SB1583
License Plate	1218463
Year	2015
Make	Chevrolet
Model	Silverado 2500
Comments (mileage, mechanical issues, other info)	130,596 mi. and requires engine rebuild
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 9/3/2020 3:06 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 9/4/2020 7:21 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 1:00 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 7:55 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:03 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABN21H404082
Equipment/Door Number	UAT0102
License Plate	1399924
Year	2001
Make	International
Model	4700 4X2 Asphalt Dist
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:32 AM
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 9/4/2020 8:00 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:21 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:37 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:05 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	DW544GB560838
Equipment/Door Number	UWL9702
License Plate	NA
Year	1997
Make	John Deere
Model	544G Wheel Loader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:31 AM
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 9/4/2020 7:41 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:14 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:23 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:37 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CAT0924GLDFZ00366
Equipment/Door Number	UWL0313
License Plate	NA
Year	2003
Make	CAT
Model	924GZ Wheel Loader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:30 AM
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 9/4/2020 7:38 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:12 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:19 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:30 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CATCS563H9MW00876
Equipment/Door Number	UG0255
License Plate	NA
Year	2002
Make	CAT
Model	CS563D Smooth Roller
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:20 AM
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 9/4/2020 7:35 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:09 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:14 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:22 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CATPS150E3XR00782
Equipment/Door Number	UG0401
License Plate	NA
Year	2004
Make	Cat
Model	PS150B Pneumatic Roller
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:17 AM
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 9/4/2020 7:26 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 1:04 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:02 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:11 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CATPS150AFPS00728
Equipment/Door Number	UG0820
License Plate	NA
Year	2008
Make	Cat
Model	PS150C Pneumatic Roller
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:19 AM
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 9/4/2020 7:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 1:07 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:06 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:15 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	197281
Equipment/Door Number	UG0822
License Plate	NA
Year	2008
Make	Ingersoll
Model	SD70D Vibratory Compactor
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:23 AM
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 9/4/2020 7:40 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:13 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 8:28 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:41 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	197453
Equipment/Door Number	UG0825
License Plate	NA
Year	2008
Make	Volvo
Model	SD70F 66 inch Vib Pad foot
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:18 AM
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 9/4/2020 7:24 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 1:01 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 7:59 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 8:07 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HSWXSHR49J184958
Equipment/Door Number	UTT0910
License Plate	1286048
Year	2009
Make	International
Model	7600 SFA 6X4 truck tractor
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:35 AM
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 9/4/2020 8:07 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:54 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 9:10 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:22 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HSWXSHR69J184962
Equipment/Door Number	UTT0911
License Plate	1286049
Year	2009
Make	International
Model	7600 SFA 6X4 truck tractor
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:36 AM
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 9/4/2020 8:03 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:52 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 9:06 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:19 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HSWXSHR6AJ277775
Equipment/Door Number	UTT1002
License Plate	1090311
Year	2010
Make	International
Model	7600 SFA 6X4 truck tractor
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:38 AM
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 9/4/2020 8:13 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:55 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 9:19 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:29 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTAARX9999184914
Equipment/Door Number	UDT0930
License Plate	1286007
Year	2009
Make	International
Model	7400 SFA 6X4 12yd dump truck
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:34 AM
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 9/4/2020 8:01 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:52 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 9:01 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:14 AM

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTWHAAR39J184916
Equipment/Door Number	UDT0936
License Plate	1090319
Year	2009
Make	International
Model	7400 SFA 6X4 12yd dump truck
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Terron Evertson 9/3/2020 9:33 AM
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 9/4/2020 8:06 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 9/8/2020 2:53 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 9/9/2020 9:12 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/9/2020 9:26 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 09/15/2020

V/E Assets for Transfer 9.15.20

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 Inter-departmental Transfer including one (1) Ford F250 and one (1) Chevrolet Silverado, 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 Transfer 9.15.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 08:33 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 08:34 AM
Form Started By: Randy Barker		Started On: 09/09/2020 08:23 AM
Final Approval Date: 09/10/2020		

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1FT7W2A64BEB81234
Equipment/Door Number	PB1125
License Plate	1110208
Year	2011
Make	Ford
Model	F-250 Crew Cab
Comments (mileage, mechanical issues, other info)	Transfer fro auction to Road & Bridge due to COVID-19
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 8/13/2020 1:35 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 8/14/2020 12:20 PM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/14/2020 12:53 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:53 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:51 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 11:12 AM

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GCRCREA6CZ217539
Equipment/Door Number	SB1226
License Plate	KLC0580
Year	2012
Make	Chevrolet
Model	Silverado 1500 Ext Cab
Comments (mileage, mechanical issues, other info)	Transfer from auction to Road & Bridge due to COVID-19
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 8/13/2020 1:33 PM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Terron Evertson 8/14/2020 12:19 PM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to Road & Bridge due to COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/14/2020 12:51 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/28/2020 3:54 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 8/31/2020 9:44 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/31/2020 11:03 AM

Commissioners Court - Regular Session **11.**

Meeting Date: 09/15/2020

County Attorney August 2020 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney August 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:22 AM
Form Started By: Stephanie Lloyd		Started On: 09/10/2020 09:11 AM
Final Approval Date: 09/10/2020		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of August, 2020.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 10th day of September, 2020, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Aug-2020	29094	2019-4609	$ 60.00
			27-Aug-2020	29190	2019-6597	$ 60.00
		CO ATTY 1	19-Aug-2020	29158	2019-5423 2019-3766 2019-3767	$ 1,500.00
		CO ATTY 2	07-Aug-2020	29119	2019-5909	$ 60.00
			19-Aug-2020	29158	2019-6672 2020-1797 2019-5240 2019-6430	$ 240.00
207015 Total						**$ 1,920.00**
341300	0406	CO ATTY HC FEES	13-Aug-2020	29119-C	TO CORRECT REC 29119 DATED 7-AUG20	$ 85.00
341300 Total						**$ 85.00**
351000	0364	CO ATTY	26-Aug-2020	29187	2019-6430 2019-4829 2019-5979 2019-5739	$ 1,860.00
		CO ATTY INTERVENTION	04-Aug-2020	29094	2020-0125 2020-0196	$ 1,000.00
			05-Aug-2020	29101	2019-4660 2019-5243 2019-6032 2019-6211 2020-0320 2020-0801	$ 2,535.00
			07-Aug-2020	29119	2019-4660 2019-5565 2019-5909	$ 1,175.00
			10-Aug-2020	29122	2020-0742	$ 500.00
			12-Aug-2020	29135	2019-5455	$ 500.00
			14-Aug-2020	29142	2020-0829 2019-4660 2020-1797	$ 1,010.00
			17-Aug-2020	29147	2019-5240	$ 500.00
			19-Aug-2020	29158	2020-0210	$ 360.00
			21-Aug-2020	29172	2019-6709 2019-6672 2019-2675	$ 1,500.00
			24-Aug-2020	29176	2020-0032	$ 500.00
			28-Aug-2020	29194	2019-5227	$ 500.00
351000 Total						**$ 11,940.00**
352200	0100	CO ATTY	05-Aug-2020	29101	20-0542-CC3	$ 1,200.00
352200 Total						**$ 1,200.00**
370500	0100	CO ATTY	14-Aug-2020	29142	2020-225-PIA	$ 1.65
	0406	CO ATTY HC FEES	07-Aug-2020	29119	CHECK FEE - JULY 2020	$ 85.00
			13-Aug-2020	29119-C	TO CORRECT REC 29119 DATED 7-AUG20	($ 85.00)
370500 Total						**$ 1.65**
Grand Total						**$ 15,146.65**

Criminal Restitution August 2020

7/31/2020	Luis Castillo	**60.00**	2019-4609	8/4/2020
		60.00		
8/5/2020	Carlos Yanez-Lopez	**60.00**	2019-5909	8/6/2020
		60.00		
8/13/2020	Raylen Morgan	**500.00**	2019-5423	8/18/2020
8/13/2020	Stephen Arvin	**60.00**	2019-6672	8/18/2020
8/13/2020	Nicholas T. Beavers	**60.00**	2020-1797	8/18/2020
8/14/2020	Warren Walsh, III	**60.00**	2019-5240	8/18/2020
8/17/2020	Brittney Briones	**60.00**	2019-6430	8/18/2020
8/17/2020	Morris Robbins, III	**345.00**	2019-3766	8/18/2020
8/17/2020	Morris Robbins, III	**655.00**	2019-3767	8/18/2020
		1,740.00		
8/26/2020	Felix Suarez-Hernandez	**60.00**	2019-6597	8/27/2020
		60.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **07/01/2020 - 07/31/2020** **Ignore Tender Holds: No**

Final Copy

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	85.00	0.00	0.00	0.00	85.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	85.00	0.00	0.00	0.00	85.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
20-00031	RODRIGUEZ, LAURIEANN (PID #: 350799)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00054	Perkins, Eddie (PID #: 557877)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00059	McClelland, Pam (PID #: 1673031)	CHKFEE	25.00	0.00	0.00	0.00	25.00
Totals:			**85.00**	**0.00**	**0.00**	**0.00**	**85.00**

August 2020 PTI

8/2/2020	Ray Rodriguez	$ 500.00	20-00315-1/2020-0196	8/3/2020
7/31/2020	Jospeh Hebbe	$ 500.00	20-00678-2/2020-0125	8/3/2020
		$ 1,000.00		
8/3/2020	Khalil Izadi	$ 360.00	20005963/2020-0320	8/5/2020
8/3/2020	Bryan Cook	$ 500.00	19-06111-1/2019-6211	8/5/2020
8/4/2020	Karen Medel-Rangel	$ 500.00	19-05880-2/2019-6032	8/5/2020
8/4/2020	Jennifer Pizanc	$ 500.00	20-01108-3/2020-0801	8/5/2020
8/4/2020	Jason Brickner	$ 500.00	19-05270-2/2019-5243	8/5/2020
8/4/2020	Brandon Anderson	$ 175.00	19-04672-1/2019-4660	8/5/2020
		$ 2,535.00		
8/5/2020	Carlos Yanez-Lopez	$ 500.00	2019-5909	8/7/2020
8/5/2020	Matthe Colfer	$ 500.00	2019-5565	8/7/2020
8/6/2020	Brandon Andersor	$ 175.00	2019-4660	8/7/2020
		$ 1,175.00		
8/7/2020	Jackson Melton	$ 500.00	2020-0742	8/10/2020
		$ 500.00		
8/11/2020	Elizbeth Soto	$ 500.00	2019-5455	8/12/2020
		$ 500.00		
8/12/2020	Kaylee Carlisle	$ 360.00	2020-0829	8/14/2020
8/13/2020	Brandon Andersor	$ 150.00	2019-4660	8/14/2020
8/13/2020	Nicholas Beavers	$ 500.00	2020-1797	8/14/2020
		$ 1,010.00		
8/14/2020	Warren Lee Walsh	$ 500.00	2019-5240	8/17/2020
		$ 500.00		
8/17/2020	Devin Stewart	$ 360.00	2020-0210	8/19/2020
		$ 360.00		
8/19/2020	Talayah Hamiltor	$ 500.00	2019-6709	8/21/2020
8/20/2020	Stephen Arvir	$ 500.00	2019-6672	8/21/2020
8/20/2020	Garrett Pennington	$ 500.00	2019-2675	8/21/2020
		$ 1,500.00		
8/21/2020	Joel Todd	$ 500.00	2020-0032	8/24/2020
		$ 500.00		
8/24/2020	Christopher Hawkins	$ 500.00	2019-5979	8/26/2020
8/24/2020	Brittney Briones	$ 360.00	2019-6430	8/26/2020
8/24/2020	Maria Degollado	$ 500.00	2019-4829	8/26/2020
8/25/2020	Tristan Laurant	$ 500.00	2019-5739	8/26/2020
		$ 1,860.00		
8/26/2020	Brad Collier	$ 500.00	2019-5227	8/28/2020
		$ 500.00		

August 2020 PIA

8/13/2020	Griselda Simpkins	1.65	2020-225-PIA	8/14/2020	1.65
		1.65			1.65

Commissioners Court - Regular Session **12.**

Meeting Date: 09/15/2020

Property Tax Collections – August 2020

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of August 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080120-083120 GWI-RFM

080120-083120 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:16 AM
Form Started By: Renee Clark		Started On: 09/10/2020 10:58 AM
Final Approval Date: 09/10/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 1-31, 2020

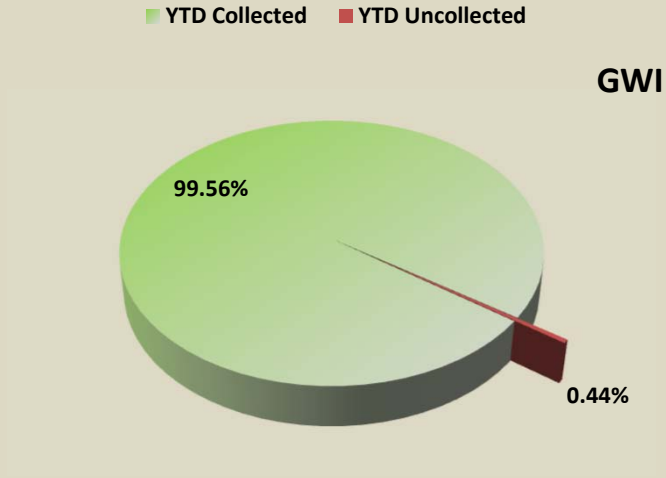
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$288,080,730.50	($220,748.99)	$287,859,981.51	$176,103.04	$36,823.73	$81.94	$1,260,078.55	$286,599,902.96	99.56%	99.78%	100.20%
2018 & Prior	$2,372,220.70	($901,350.31)	$1,470,870.39	$292.30	$13,206.57	$7,828.63	$1,615,562.29	($144,691.90)	-9.84%	4.02%	
Rollbacks	$365,097.69	$1,051,055.32	$1,416,153.01	$134,272.31	$0.00	$0.00	$263,303.42	$1,152,849.59	81.41%	82.08%	
Total All	$290,818,048.89	($71,043.98)	$290,747,004.91	$310,667.65	$50,030.30	$7,910.57	$3,138,944.26	$287,608,060.65	98.92%	99.21%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$27,355,408.62	($13,965.11)	$27,341,443.51	$16,794.37	$3,491.19	$7.66	$119,645.54	$27,221,797.97	99.56%	99.78%	100.19%
2018 & Prior	$208,455.77	($83,578.40)	$124,877.37	($295.90)	$1,084.27	$513.08	$139,402.04	($14,524.67)	-11.63%	3.37%	
Rollbacks	$33,250.27	$97,812.80	$131,063.07	$12,493.26	$0.00	$0.00	$24,801.38	$106,261.69	81.08%	81.75%	
Total All	$27,597,114.66	$269.29	$27,597,383.95	$28,991.73	$4,575.46	$520.74	$283,848.96	$27,313,534.99	98.97%	99.26%	

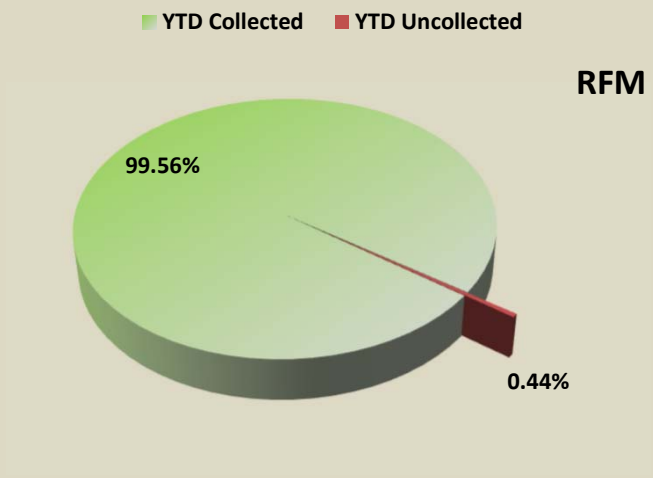
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	$318,415,163.55	$69,338.91	$318,484,502.46	$7,496,527.39	$48,223.83	$1,321.80	$310,986,653.27	$7,497,849.19
Nov-19	$318,484,502.46	$694,814.30	$319,179,316.76	$16,104,942.86	$10,400.61	$590.80	$295,575,933.91	$23,603,382.85
Dec-19	$319,179,316.76	($484,593.07)	$318,694,723.69	$169,824,788.05	$25,118.81	$3,263.02	$125,263,289.77	$193,431,433.92
Jan-20	$318,694,723.69	($56,846.87)	$318,637,876.82	$109,780,093.26	$20,000.98	($112,301.44)	$15,538,651.08	$303,099,225.74
Feb-20	$318,637,876.82	$29,340.37	$318,667,217.19	$4,922,830.80	$288,359.87	$25,196.03	$10,619,964.62	$308,047,252.57
Mar-20	$318,667,217.19	($53,707.58)	$318,613,509.61	$2,319,345.21	$126,283.60	$1,385.41	$8,245,526.42	$310,367,983.19
Apr-20	$318,613,509.61	($426,832.91)	$318,186,676.70	$462,125.51	$99,273.07	$511.82	$7,356,056.18	$310,830,620.52
May-20	$318,186,676.70	$5,862.10	$318,192,538.80	$1,850,438.14	$88,865.60	$2,017.84	$5,509,462.30	$312,683,076.50
Jun-20	$318,192,538.80	$41,233.13	$318,233,771.93	$524,316.43	$74,153.22	$2,086.85	$5,024,292.15	$313,209,479.78
Jul-20	$318,233,771.93	$105,007.30	$318,338,779.23	$1,362,371.10	$78,478.82	$1,654.07	$3,765,274.28	$314,573,504.95

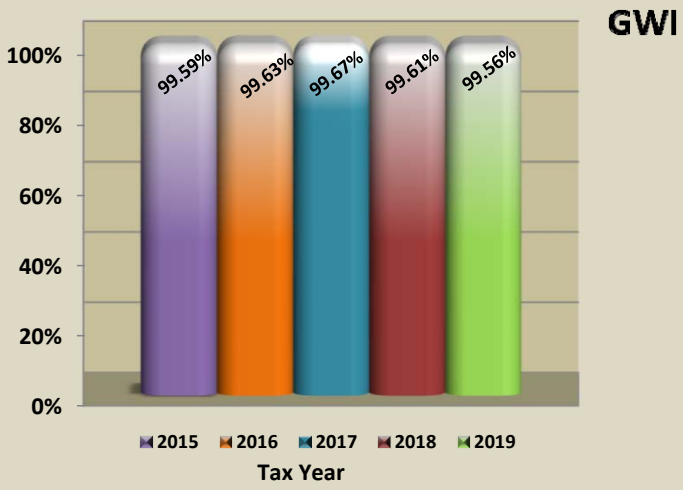
Year to Date Collection Report
October 1, 2019 - August 31, 2020



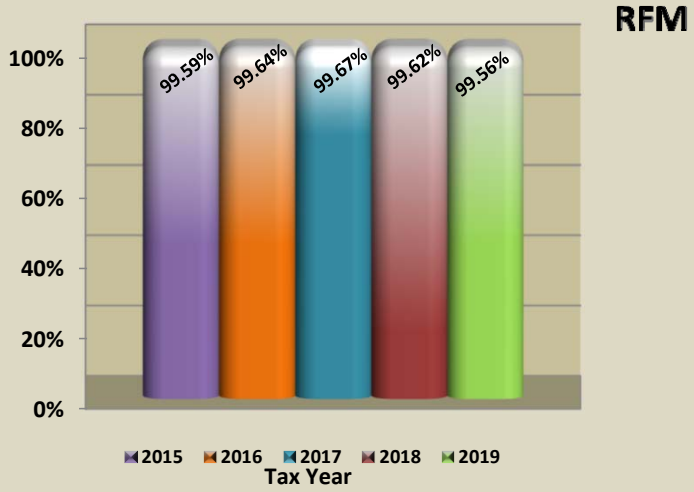
Year to Date Collection Report
October 1, 2019 - August 31, 2020



Percent of Roll Collected Comparison
2015-2019



Percent of Roll Collected Comparison
2015-2019



Commissioners Court - Regular Session **13.**

Meeting Date: 09/15/2020

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. 25 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. 25 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 25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/02/2020 02:11 PM
Form Started By: Judy Kocian		Started On: 09/02/2020 01:48 PM
Final Approval Date: 09/02/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District #25 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 #25, 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. GOVT. 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

_____
Jason Natho , President
Williamson County Municipal Utility District #25

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District #25 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 #25 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 #25 THAT:

The President of Williamson County Municipal Utility District #25 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 21st day of April, 2020.

Jason Natho, President
Williamson County Municipal Utility District #25

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 #25 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 #25 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

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

_____

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **14.**

Meeting Date: 09/15/2020

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. 10 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. 10 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 10

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/31/2020 09:00 AM
Form Started By: Judy Kocian		Started On: 08/28/2020 02:40 PM
Final Approval Date: 08/31/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District #10 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. 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 #10, 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. GOVT. 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

_____
Robert Bradley Burns, President
Williamson County Municipal Utility District #10

RESOLUTION

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District No. 10 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. 10 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. 10 THAT:

The President of Williamson County Municipal Utility District No. 10 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 12th day of May, 2020.

Robert Bradley Burns, President
Williamson County Municipal Utility District No. 10

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 #10 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 #10 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 **15.**

Meeting Date: 09/15/2020

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. 11 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. 11 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 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/31/2020 09:01 AM
Form Started By: Judy Kocian		Started On: 08/28/2020 02:43 PM
Final Approval Date: 08/31/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District #11 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 #11, 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

Alan Tillman

Alan Tillman , President
Williamson County Municipal Utility District #11

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District #11 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 #11 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 #11 THAT:

The President of Williamson County Municipal Utility District #11 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 12th day of May, 2020.

Alan Tillman

Alan Tillman, President
Williamson County Municipal Utility District #11

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 #11 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 #11 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 **16.**

Meeting Date: 09/15/2020

Approval of Purchase Tax Statement Printing

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 Tax Statement Printing and Mailing from Variverge in the amount of $66,315 pursuant to Montgomery County ILA.

Background

Approval of this item will support the operations of the Williamson County Tax Office. The estimate attached outlines the breakdown of goods and services included. It was verified that Montgomery County does have an active contract with Variverge for this service. This expenditure will be charged to FY2021 funds 01.0100.0499.004350. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:21 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:26 AM
Form Started By: Erica Smith		Started On: 08/31/2020 04:27 PM
Final Approval Date: 09/10/2020		

variverge
data + print + mail

variverge.com
1.888.288.6693

Corporate Office
920 SW 9th Avenue + Amarillo, TX 79101
Dallas Location
8949 Diplomacy Row + Dallas, TX 75247

Estimate

ADDRESS
Williamson County Tax Office
904 S. Main Street
Georgetown, TX 78626

ESTIMATE 1137
DATE 08/26/2020

QTY	DESCRIPTION	RATE	AMOUNT
305,000	Laser Printing (Duplex Color Printing)	0.036	10,980.00
100,000	Rendering (Fold/Insert/Meter)	0.035	3,500.00
155,000	Perf Paper for Laser Printing	0.017	2,635.00
100,000	Envelopes #10	0.0225	2,250.00
100,000	Envelopes #9 (Green Envelope)	0.03	3,000.00
100,000	1st Insert (#9 Green Envelope)	0.01	1,000.00
100,000	Insert Estimate	0.018	1,800.00
100,000	2nd Insert (Insert)	0.01	1,000.00
1	Freight Estimate for Materials	300.00	300.00
100,000	Postage Estimate	0.397	39,700.00
1	CASS/NCOA Service	150.00	150.00

Prices subject to Interlocal Agreement with Montgomery County

TOTAL **$66,315.00**

Accepted By

Accepted Date

Commissioners Court - Regular Session **17.**

Meeting Date: 09/15/2020

Tax Vault Maintenance

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 maintenance agreements between Hamilton Vaultronics, LLC and Williamson County for vault maintenance for two Tax Office locations in the amount of $800 per location, and authorizing execution of the agreements.

Background

Approval of this item will support the operations of the Williamson County Tax Office. Attached agreements are for vault maintenance at the Round Rock and Cedar Park Tax Offices. Agreement outlines the services that will be provided at an annual cost of $800 per location. Agreement will take effect after the initial one-year warranty period from the date of installation for each location. This expenditure will be charged to 01.0100.0499.004500. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Round Rock Agreement

Cedar Park Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:20 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:24 AM
Form Started By: Erica Smith		Started On: 08/25/2020 01:27 PM
Final Approval Date: 09/10/2020		

Hamilton Vaultronics LLC

Financial Equipment & Security Systems

Service and Maintenance Agreement

Williamson County Tax Office
1801 E. Old Settler's Blvd St 115
Round Rock, TX 78664

1050 N. Grove Rd.
Richardson, TX 75081
Phone: (972)994-0011
Fax: (972)994-0016

Customer	Service Location
Name: Williamson County Tax Office	Name: Williamson County Tax Office
Address: 904 S. Main St.	Address: 1801 E. Old Settler's Blvd St 115
Georgetown, TX 78626	Round Rock, TX 78664
Phone: 512-943-1601	Phone: 512-943-1601

Agreements as Following:

1. Upon receipt of the annual fee, Hamilton Vaultronics LLC agrees to clean, service and maintain in good condition, for a twelve month period, all the equipment as listed on the contract inventory sheet. The annual fee shall be $ 800.00 , payable in advance.

2. At midnight every year on your anniversary date this contract will renew automatically; unless either party gives sixty days prior notice to the anniversary date of their desire to cancel this agreement.

3. If the service agreement invoice has not been paid within 60 days of the anniversary date the contract will be cancelled and any work unbilled and/or unpaid will be invoiced at the then prevailing service rates. Agreement prices vary based on many factors such as, preventative maintenance inspections, special parts inventories, etc. and contract can not be prorated on only a 1/12 monthly formula if required.

4. The agreement price herein was calculated using Monday thru Friday, 8:00am to 5:00pm as the basis for the services performed. Any services required after hours will be invoiced at the current overtime rate. The agreement fees do not include moving or re-positioning any equipment or any subsequent major overhauls.

5. This agreement does not include, acts of god, misuse of equipment by employees or customers, vandalism, burglary, lightning, war, riot, blasting, bombings, earthquakes, tornadoes, terrorism, operational errors, damage to equipment by customer, vehicles, or loss of keys or combinations.

6. Additional Equipment may be added or deleted as necessary, from time to time and the contract value will be adjusted accordingly. Prior to this agreement going into effect, all equipment not previously under a service agreement with Hamilton Vaultronics LLC shall be inspected and brought up to current and proper operating conditions, at customers expense.

7. Customer agrees to promptly notify Hamilton Vaultronics LLC of any problem or malfunction of said equipment, so that Hamilton Vaultronics LLC may repair said equipment on a timely basis and prior to a serious failure/ lockout, etc.

8. Customer agrees that Hamilton Vaultronics LLC is a service and maintenance company and not an insurer. The payment of fees is based entirely on the services provided. All liability shall be, limited to a sum equal in amount to the annual service charge. This liability shall be complete and constitute customer's sole remedy at law or in equity. Customer further holds Hamilton Vaultronics LLC free and harmless from any and all claims whether from Customer or others, regardless of the cause.

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 sixty (60) 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 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. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

14. Right to Audit: Hamilton Vaultronics LLC, Inc. agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Hamilton Vaultronics LLC, Inc. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Hamilton Vaultronics LLC, Inc. agrees that licensee shall have access during normal working hours to all necessary Hamilton Vaultronics LLC, Inc. 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 Hamilton Vaultronics LLC, Inc. reasonable advance notice of intended audits.

The following equipment will be inspected at the intervals noted:

<u>Bank Vault Equipment</u>:
i.e. vaults, vault doors, safes, lockers, safe deposit boxes, night depository heads.
Listed bank vault equipment shall be cleaned and inspected/adjusted_____ times per year. Listed bank vault equipment parts _____ are included, or _____ not included.

Should a vault or safe lockout occur during this agreement period, by causes other than those noted below, the safe or vault will be opened and repaired back to its working condition at no expense to the customer. Lockouts, lost combinations, and or damages caused by acts of god, fire, water, burglary, misuse, settling of walls or foundations are beyond the control of Hamilton Vaultronics and are not covered in this agreement. Vault door hinges and pressure systems are major components and are not covered in this agreement.

Drive-In Equipment:
Listed Drive-In equipment shall be cleaned, lubed/inspected 1 times per year. Parts are X or are not_____ included in this agreement.
Pneumatic carriers, carrier rings and washers are expendable parts and are not included in this agreement.
Overloaded and or stuck carriers caused by customer misuse or foreign objects are not covered.

Alarm/CCTV Equipment:
Listed alarm/CCTV equipment shall be tested, inspected and calibrated_____ times per year.
Alarm repair parts _____ are, are not _____ included in this agreement.
CCTV repair parts_____ are, are not _____ included in the agreement.
The above agreement pricing, when parts are included cover only repair parts for equipment that is of modern age and economically repairable. There are no replacement CCTV components included in this agreement.

There are no other agreements, whether written or verbal, modifying the terms of this agreement.

Hamilton Vaultronics is licensed and regulated by the Texas Department of Public Safety Private Security Bureau at P.O. Box 4087 - Austin, TX 78773-0001.

Customer _____ Hamilton Vaultronics _____

Authorized by:

By _____ By: Daniel Warman

Title:_____ Title: President.

Date:_____ Date: 8-27-20

This agreement is effective only upon written acceptance by Hamilton Vaultronics at its offices in Richardson, Texas.
Accepted at Richardson, Texas the 27 day of August, 20 20 .

Contract Inventory Sheet

Qty.	Description	Comments	Price
1	Hamilton XLR1000 pneumatic system, one-way video w/2 teller stations	Installation date 7/30/2020 Contract start date 7/31/2021	800.00

Thank you, we appreciate the opportunity of working for you!
Hamilton Vaultronics

Hamilton Vaultronics LLC

Financial Equipment & Security Systems

Service and Maintenance Agreement

Williamson County Tax Office
350 Discovery Blvd St 101
Cedar Park, TX 78613

1050 N. Grove Rd.
Richardson, TX 75081
Phone: (972)994-0011
Fax: (972)994-0016

Customer	Service Location
Name: Williamson County Tax Office	Name: Williamson County Tax Office
Address: 904 S. Main St.	Address: 350 Discovery Blvd St 101
Georgetown, TX 78626	Cedar Park, TX 78613
Phone: 512-943-1601	Phone: 512-943-1601

Agreements as Following:

1. Upon receipt of the annual fee, Hamilton Vaultronics LLC agrees to clean, service and maintain in good condition, for a twelve month period, all the equipment as listed on the contract inventory sheet. The annual fee shall be $ 800.00 , payable in advance.

2. At midnight every year on your anniversary date this contract will renew automatically; unless either party gives sixty days prior notice to the anniversary date of their desire to cancel this agreement.

3. If the service agreement invoice has not been paid within 60 days of the anniversary date the contract will be cancelled and any work unbilled and/or unpaid will be invoiced at the then prevailing service rates. Agreement prices vary based on many factors such as, preventative maintenance inspections, special parts inventories, etc. and contract can not be prorated on only a 1/12 monthly formula if required.

4. The agreement price herein was calculated using Monday thru Friday, 8:00am to 5:00pm as the basis for the services performed. Any services required after hours will be invoiced at the current overtime rate. The agreement fees do not include moving or re-positioning any equipment or any subsequent major overhauls.

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7. Customer agrees to promptly notify Hamilton Vaultronics LLC of any problem or malfunction of said equipment, so that Hamilton Vaultronics LLC may repair said equipment on a timely basis and prior to a serious failure/ lockout, etc.

8. Customer agrees that Hamilton Vaultronics LLC is a service and maintenance company and not an insurer. The payment of fees is based entirely on the services provided. All liability shall be, limited to a sum equal in amount to the annual service charge. This liability shall be complete and constitute customer's sole remedy at law or in equity. Customer further holds Hamilton Vaultronics LLC free and harmless from any and all claims whether from Customer or others, regardless of the cause.

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12. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

13. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

14. Right to Audit: Hamilton Vaultronics LLC, Inc. agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Hamilton Vaultronics LLC, Inc. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Hamilton Vaultronics LLC, Inc. agrees that licensee shall have access during normal working hours to all necessary Hamilton Vaultronics LLC, Inc. 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 Hamilton Vaultronics LLC, Inc. reasonable advance notice of intended audits.

The following equipment will be inspected at the intervals noted:

Bank Vault Equipment:
i.e. vaults, vault doors, safes, lockers, safe deposit boxes, night depository heads.
Listed bank vault equipment shall be cleaned and inspected/adjusted_____ times per year. Listed bank vault equipment parts _____ are included, or _____ not included.

Should a vault or safe lockout occur during this agreement period, by causes other than those noted below, the safe or vault will be opened and repaired back to its working condition at no expense to the customer. Lockouts, lost combinations, and or damages caused by acts of god, fire, water, burglary, misuse, settling of walls or foundations are beyond the control of Hamilton Vaultronics and are not covered in this agreement. Vault door hinges and pressure systems are major components and are not covered in this agreement.

Drive-In Equipment:
Listed Drive-In equipment shall be cleaned, lubed/inspected 1 times per year. Parts are X or are not_____ included in this agreement.
Pneumatic carriers, carrier rings and washers are expendable parts and are not included in this agreement.
Overloaded and or stuck carriers caused by customer misuse or foreign objects are not covered.

Alarm/CCTV Equipment:
Listed alarm/CCTV equipment shall be tested, inspected and calibrated_____ times per year.
Alarm repair parts _____ are, are not _____ included in this agreement.
CCTV repair parts_____ are, are not _____ included in the agreement.
The above agreement pricing, when parts are included cover only repair parts for equipment that is of modern age and economically repairable. There are no replacement CCTV components included in this agreement.

There are no other agreements, whether written or verbal, modifying the terms of this agreement.

Hamilton Vaultronics is licensed and regulated by the Texas Department of Public Safety Private Security Bureau at P.O. Box 4087 - Austin, TX 78773-0001.

Customer _____ Hamilton Vaultronics _____

Authorized by:

By _____ By: Daniel Hamm

Title:_____ Title: President.

Date:_____ Date: 8-27-20

This agreement is effective only upon written acceptance by Hamilton Vaultronics at its offices in Richardson, Texas.
Accepted at Richardson, Texas the 27 day of August, 20 20 .

Contract Inventory Sheet

Qty.	Description	Comments	Price
1	Hamilton XLR1000 pneumatic system, one-way video w/2 teller stations	Installation date 7/28/2020 Contract start date 7/29/2021	800.00

Thank you, we appreciate the opportunity of working for you!
Hamilton Vaultronics

Commissioners Court - Regular Session **18.**

Meeting Date: 09/15/2020

Tax Office Cameras

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 proposals from Knight Security Systems, Inc for additional cameras at Williamson County Tax Office locations in the amount of $23,015.52, pursuant to DIR Contract #DIR-CPO-4494, and authorizing execution of the proposals.

Background

Approval of this item will support the operations of the Williamson County Tax Office. The proposals attached outline the additional cameras that will be added to the Georgetown, Round Rock and Taylor Tax Office locations. Maps from proposals have been redacted for security purposes with Knight Security's permission. Funding source for this expenditure will be discretionary funds. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown Proposal

Round Rock Proposal

Taylor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:00 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:08 AM
Form Started By: Erica Smith		Started On: 09/08/2020 04:46 PM
Final Approval Date: 09/10/2020		

Proposal: 17506-1-0

Wilco-Gtown Main Tax office- Camera adds

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:
9/3/2020

Proposal Valid To:
10/3/2020

Prepared for:
Don Heflin

Williamson County - Tax office Main
904 S Main St.
Georgetown TX, 78626

E don.heflin@wilco.org
W (512) 409-6222
M

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Tax office Main

Site	**Billing**	**Contact**
904 S Main St. Georgetown, TX 78626	904 S Main st. Georgetown, TX 78626	Don Heflin, IT-Systems **P** (512) 409-6222 **E** don.heflin@wilco.org

PROJECT NAME: Wilco-Gtown Main Tax office-Camera adds

PROJECT SCOPE

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install a Video Surveillance System additions at Williamson County's Main Tax Office. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

Video Surveillance System

KSS will furnish and install the following:

- Seven Axis M3066-V interior cameras at the following locations:
  - One in Vestibule/Lobby Entry
  - One in Property Tax 134
  - One in Corridor 113
  - Two in Storage 126
  - One in Corridor 120
  - One in Training 123
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 1080p 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 influence. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Client Initials:_____

[redacted]

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
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to 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 investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in 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

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

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 then 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 then 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
Training is not included with this proposal. If training is needed the customer may submit a request and a change order will be created.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 60 days. After the 60 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.
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.

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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
120VAC at each device location where needed	X	
Building penetrations to exterior		X
Fire partition penetrations and sealing		X
Installation of conduit to security system devices where needed	X	
Installation of cables to security system devices		X

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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 uninterruptible 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
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

DIR-CPO-4494

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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.

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PROJECT INVESTMENT

Video Surveillance

QTY	Description	Unit Price	Ext.Price
7	AXIS M3066-V AXIS M3066-V is an ultra-compact, ind	$286.26	$2,003.82
2	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$722.98
7	1 camera connection	$176.31	$1,234.17
7	GenetecAdvantage for 1 Omnicast Enterprise Camera	$35.26	$246.82
1	DIR- Project Install Kit	$282.90	$282.90
7	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$78.54
7	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$104.02

Investment Summary

Total Equipment	**$4,673.25**
Total Labor	**$5,166.45**
Total Proposal Amount	**$9,839.70**

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: **$9,839.70**

Annual SecurePlan Recurring **$980.00**

Grand Total: $10,819.70

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: Sept. 9th, 20 20

Client Initials:_____

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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

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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.

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.

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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.

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.

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Proposal: 17507-1-0

Wilco-Round Rock annex-Camera adds

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:
9/3/2020

Proposal Valid To:
10/3/2020

Prepared for:
Don Heflin

Williamson County - Round Rock Annex
1801 E Old Settlers Blvd.
Georgetown TX, 78626

E don.heflin@wilco.org
W (512) 409-6222
M

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DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Round Rock Annex

Site	**Billing**	**Contact**
1801 E Old Settlers Blvd. Georgetown, TX 78626	1801 E Old Settlers Blvd. Georgetown, TX 78626	Don Heflin, IT-Systems **P** (512) 409-6222 **E** don.heflin@wilco.org

PROJECT NAME: Wilco-Round Rock annex-Camera adds

PROJECT SCOPE

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install a Video Surveillance System additions at Williamson County's Main Tax Office. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

Video Surveillance System

KSS will furnish and install the following:

- One Axis P1435-LE exterior camera with mount per drawing at the following locations:
  - Outside Tax Assessor Entry
- Three Axis M3066-V interior cameras at the following locations:
  - One in Property Tax waiting area
  - One in Corridor Back hall
  - One in Storage 170
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 1080p 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 influence. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

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[redacted]

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
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to 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 investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

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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.

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 then 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 then 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
Training is not included with this proposal. If training is needed the customer may submit a request and a change order will be created.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.

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2. This proposal is valid for 60 days. After the 60 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.
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	

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Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
120VAC at each device location where needed	X	
Building penetrations to exterior		X
Fire partition penetrations and sealing		X
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 uninterruptible 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
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

DIR-CPO-4494

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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.

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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.

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PROJECT INVESTMENT

Video Surveillance

QTY	Description	Unit Price	Ext.Price
3	AXIS M3066-V AXIS M3066-V is an ultra-compact, ind	$286.26	$858.78
1	AXIS P1435-LE Compact and outdoor-ready HDTV camer	$464.69	$464.69
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49
4	1 camera connection	$176.31	$705.24
4	GenetecAdvantage for 1 Omnicast Enterprise Camera	$35.26	$141.04
1	DIR- Project Install Kit	$174.10	$174.10
4	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$44.88
4	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$59.44

Investment Summary

Total Equipment	**$2,809.66**
Total Labor	**$3,348.00**
Total Proposal Amount	**$6,157.66**

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: **$6,157.66**

Annual SecurePlan Recurring **$650.00**

Grand Total: $6,807.66

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: Sept. 9th, 20 20

Client Initials:_____

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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

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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.

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.

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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.

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:_____

Proposal: 17508-1-0

Wilco-Taylor Annex-Tax office-Camera adds

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:
9/3/2020

Proposal Valid To:
10/3/2020

Prepared for:
Don Heflin

Williamson County - Taylor Annex
412 Vance St.
Taylor TX, 76574

E don.heflin@wilco.org
W (512) 409-6222
M

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DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Taylor Annex

Site	**Billing**	**Contact**
412 Vance St. Taylor, TX 76574	412 Vance St. Taylor, TX 76574	Don Heflin, IT-Systems **P** (512) 409-6222 **E** don.heflin@wilco.org

PROJECT NAME: Wilco-Taylor Annex-Tax office-Camera adds

PROJECT SCOPE

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install a Video Surveillance System additions at Williamson County's Main Tax Office. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

Video Surveillance System

KSS will furnish and install the following:

- One Axis P1435-LE exterior camera with mount per drawing at the following locations:
  - Main Tax office entry
- Two Axis M3066-V interior cameras at the following locations:
  - One in Vault Room 138
  - One in Office 175
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 1080p 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 influence. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

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[redacted]

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
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Installation of conduit with a pull string to 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 investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

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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.

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 then 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 then 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
Training is not included with this proposal. If training is needed the customer may submit a request and a change order will be created.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.

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2. This proposal is valid for 60 days. After the 60 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.
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	

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Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
120VAC at each device location where needed	X	
Building penetrations to exterior		X
Fire partition penetrations and sealing		X
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 uninterruptible 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
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

DIR-CPO-4494

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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.

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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.

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PROJECT INVESTMENT

Video Surveillance

QTY	Description	Unit Price	Ext.Price
2	AXIS M3066-V AXIS M3066-V is an ultra-compact, ind	$286.26	$572.52
1	AXIS P1435-LE Compact and outdoor-ready HDTV camer	$464.69	$464.69
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49
3	1 camera connection	$176.31	$528.93
3	GenetecAdvantage for 1 Omnicast Enterprise Camera	$35.26	$105.78
1	DIR- Project Install Kit	$136.01	$136.01
3	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$33.66
3	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$44.58

Investment Summary

Total Equipment	**$2,247.66**
Total Labor	**$2,650.50**
Total Proposal Amount	**$4,898.16**

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: **$4,898.16**

Annual SecurePlan Recurring **$490.00**

Grand Total: $5,388.16

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: Sept. 9th, 20 20

Client Initials:_____

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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

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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.

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.

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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.

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.

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Commissioners Court - Regular Session **19.**

Meeting Date: 09/15/2020

Cash Donation to Mobile Outreach Team

Submitted For: Annie Burwell **Submitted By:** Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of $500 (check) to Mobile Outreach Team.

Background

Annie Burwell provided a national webinar titled, *Integrated Mental Health and Physical Health Mobile Crisis Response* for the Federal Substance Abuse and Mental Health Services Administration, and she was compensated $500. Because this webinar occurred during work hours, she is donating her compensation to Williamson County.

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	09/02/2020 10:45 AM
Form Started By: Jeanne Williby		Started On: 09/02/2020 10:27 AM
Final Approval Date: 09/02/2020		

Commissioners Court - Regular Session **20.**

Meeting Date: 09/15/2020

employee rate

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Take action and note in the official Commissioners Court minutes a County contribution rate of $844 per employee per month for Benefits for FY21.

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	09/03/2020 11:38 AM

Form Started By: Rebecca Clemons Started On: 09/03/2020 10:44 AM

Final Approval Date: 09/03/2020

Commissioners Court - Regular Session **21.**

Meeting Date: 09/15/2020

Consider Authorizing Service Agreement with Pre-Employ.com

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a service agreement with Pre-employ.com to provide pre-employment background check services to support the operations of the Williamson County Human Resources Department and authorize the County Judge to sign all attached documents.

Background

SERVICES OFFERED BY PRE-EMPLOY.COM, INC. Pre-employ.com, Inc. is a “consumer reporting agency” and a “reseller of consumer reporting services”, as many terms are defined in the Fair Credit Reporting Act (“FCRA”). Upon request and as allowed by applicable law, Pre-employ.com, Inc. will provide consumer reports and/or investigative consumer reports (collectively, “Report”) to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the FCRA and for no other purpose. In addition to providing Reports to End-User, Pre-Employ.com, Inc. shall, upon request and as permitted by applicable law, provide certain other business-related services to End-User (collectively, the “Services”). Three quotes were received. The Human Resources Department stated that due to the good customer service and quick turn-around as well as the competitive pricing, they opted to continue with this incumbent vendor. Switching systems at this time could cause a hardship on the county during this time when departments are already stretched in response to the COVID-19 situation. Rebecca Clemons and/or Laura Drewry are point of contacts. This contract is an initial 3 (three) year agreement, commencing on effective date. Estimated annual amount is $6,000.00, Funding Source: 01.0100.0402.004705 for both FY20 and FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Recommendation Email

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:05 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:11 AM
Form Started By: Johnny Grimaldo		Started On: 09/09/2020 09:11 AM

Final Approval Date: 09/10/2020

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES END-USER AGREEMENT (hereinafter "Agreement") is made and entered into by and between Pre-employ.com, Inc., a California corporation (and its affiliates) (collectively, "Pre-employ.com, Inc."), with its primary office located at 3655 Meadow View Drive, Redding, CA 96002, and (End-User Company **Legal** Business Name) County Of Williamson (and its subsidiaries and affiliates) (collectively, "End-User"), a corporation organized under the laws of the State of (State)Texas, with its primary office located at (address, city, state and zip) 301 SE Inner Loop Suite 108 Georgetown, TX 78626. End-User and Pre-employ.com, Inc. shall be referred to collectively as the "Parties." This Agreement shall be effective on the date of last signature below (the "Effective Date").

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the extent and sufficiency of which is acknowledged between End-User and Pre-employ.com, Inc., the Parties agree as follows:

1. **SERVICES OFFERED BY PRE-EMPLOY.COM, INC.** Pre-employ.com, Inc. is a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are defined in the Fair Credit Reporting Act ("FCRA"). Upon request and as allowed by applicable law, Pre-employ.com, Inc. will provide consumer reports and/or investigative consumer reports (collectively, "Reports") to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the FCRA and for no other purpose. In addition to providing Reports to End-User, Pre-Employ.com, Inc. shall, upon request and as permitted by applicable law, provide certain other business-related services to End-User (collectively, the "Services").

2. **END-USER AGREEMENT.** The End-User Agreement is required in addition to, and is separately executed from, this Agreement. The End-User Agreement addresses FCRA, state, municipal, service and consumer guidelines required for the Parties to be in agreement and consent to all applicable obligations. Each party is responsible for adhering to changing requirements of those required by applicable law, including the FCRA.

3. **FEDERAL NOTICES RECEIVED.** End-User hereby acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."

4. **SECURITY AND CONSUMER DATA PROTECTION.** Before ordering any Reports from Pre-employ.com, Inc., End-User will establish strong access control measures: (1) to ensure the fair and equitable use of Reports; (2) to safeguard the confidentiality of information reported by Pre-employ.com, Inc.; and (3) to comply with applicable laws. In addition to governmental regulations, many of the security actions are also required by data providers such as TransUnion, Equifax and Experian. Failure to agree to and/or maintain any of the following items may result in revocation of access to some or all of the Services.

5. **FEES.**
   A. The fees for all Services performed by Pre-employ.com, Inc. shall be as set forth in this Agreement and the addenda and documents attached hereto. Pre-employ.com, Inc. shall have the right to adjust prices at any time and for any reason. Pre-employ.com, Inc. shall provide End-User with advance written notice before making any price change effective.

   B. To the extent any Services rendered by Pre-employ.com, Inc. are subject to any federal or state sales, use, excise, rental, personal property or other taxes (other than taxes on amounts or income received by Pre-employ.com, Inc. pursuant to this Agreement), they shall be added to the amount due and invoiced as separate items.

6. **INVOICING.**
   A. Pre-employ.com, Inc. shall submit invoices to End-User for payment for Services performed. Each invoice shall specifically set forth a description of the Services rendered and the dollar amount associated with such Services.

   B. End-User will pay all amounts specified in an invoice due upon receipt pursuant to the amounts and terms set forth in the Statement of Work for such Services. Invoices sent to End-User shall be sent to the following address: (Street, City, State, Zip) 100 Wilco Way Suite HR101 Georgetown, TX 78626, or at such other address as End-User may provide.

C. Except as specifically indicated otherwise in the Texas Prompt Payment Act Compliance, the following terms shall apply. Pre-employ.com, Inc. may hire or pay someone else to help collect on unpaid invoices if End-User does not pay in a timely manner. End-User agrees it shall pay Pre-employ.com, Inc. the amount expended by it during collections efforts. This includes, subject to any limits under applicable law, Pre-employ.com, Inc.'s attorneys' fees and legal expenses, whether or not there is a lawsuit filed. If not prohibited by applicable law, End-User also will pay any court costs incurred by Pre-employ.com, Inc. in seeking to collect fees unpaid by End-User. Pre-employ.com, Inc. shall also recover any other collections-related fees and costs allowed by law.

D. 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.

E. Irrespective any provision in this Agreement to the contrary, in the event that Pre-employ determines that it has not been paid for its Services rendered hereunder or if it deems itself, in its sole discretion, insecure over the ability of the End-User to pay in the future for the Services, Pre-Employ may, in addition to any other right or remedy available to Pre-Employ immediately suspend all future Services until it is paid in full and deems itself secure over the ability of the End-User to pay for such Services. The failure of Pre-Employ to invoke its right to suspend Services shall not be deemed to bar Pre-employ from invoking in the future the right to suspend Services. Nothing in this Agreement shall be construed to require Pre-employ to perform Services under this Agreement if it has not been paid in full for all prior Services.

7. TERMS AND TERMINATION.

A. This Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years, unless terminated earlier in accordance with the terms of this Agreement (the "Term"). If any of the Services are outstanding on the date the Term is set to naturally expire, then the Term shall be automatically renewed and this Agreement shall continue in full force for an additional one (1) year, and continue yearly until terminated.

B. Absent any other provision of this Agreement expressly giving rise to either parties right to terminate this Agreement prior to the expiration of the Term, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) 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.

C. Pre-employ.com, Inc. shall have the right to terminate this Agreement immediately for just cause. Just cause includes, but is not limited to, End-User's violation of a federal, state, or local law, End-User's failure to pay Pre-employ.com, Inc.'s fees in a timely manner, a material change in legal requirements that materially affects this Agreement, and/or End-User's violation of this Agreement.

D. During the term of this Agreement, Pre-employ.com, Inc. will be the exclusive provider to the End-User of all background screening services ordered by End-User.

8. INDEMNIFICATION.

A. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

B. End-User shall indemnify, defend, and hold harmless Pre-employ.com, Inc., its affiliates and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity (collectively, "Claims") related to: (i) any breach by End-User of this Agreement or addenda to this Agreement; (ii) End-User's violation of applicable laws or ordinances; or (iii) End-User's negligence, misconduct, recklessness, errors or omissions.

C. If Pre-employ.com, Inc. intends to seek indemnification under this Section, it shall promptly notify End-User of any Claim for which Pre-employ.com, Inc. intends to seek such indemnification. However, Pre-employ.com, Inc.'s failure to provide such prompt notice will not release End-User from its obligations hereunder. End-User shall have the right, but not the obligation, to assume the defense thereof with counsel selected by End-User, provided that neither party shall enter into any settlement in a way that would bind or obligate the other party without the other party's prior written consent.

9. **LIMITATION OF LIABILITY.** PRE-EMPLOY.COM, INC. SHALL NOT BE LIABLE TO END-USER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF PRE-EMPLOY.COM, INC. WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, PRE-EMPLOY.COM, INC. SHALL NOT BE LIABLE TO END-USER FOR AN AMOUNT THAT EXCEEDS TWO TIMES (2X) THE TOTAL FEES PAID TO PRE-EMPLOY.COM, INC. IN THE YEAR IN WHICH SUCH LIABILITY AROSE. THE PARTIES AGREE TO FURTHER LIMIT LIABILITY TO THE EXTENT NARROWED IN ANY ADDENDUM OR EXHIBIT TO THIS AGREEMENT.

10. **CONFIDENTIALITY AND NON-DISCLOSURE.**

A. Pre-employ.com, Inc. and/or End-User may disclose to the other party certain information within the context of their business relationship ("Confidential Information"), and each desires to protect the confidentiality of that information. The Parties acknowledge that Confidential Information constitutes a valuable commercial asset of the Disclosing Party, and each party is willing to disclose such information to the other only on the terms and conditions contained herein. The Parties also agree that this Agreement covers Confidential Information disclosed before, during and after the Effective Date of this Agreement.

B. For purposes of this Agreement, "Confidential Information" means any information of or about the Disclosing Party that is not generally known to the public or in the industry, whether tangible or intangible and whether stored, compiled or memorialized physically, electronically, graphically, photographically or in any other media, including (i) information that can be used in the operation of the disclosing party's business and is sufficiently valuable and secret to afford the Disclosing Party with actual or potential economic advantage; (ii) financial, technical, economic, and design information, plans and strategies, reports, forecasts, know-how, systems, processes, research and development, methods, formulas, protocols, processes and techniques, discoveries, inventions, and ideas; (iii) certain business information about products, services, employees, vendors, customers, customer lists, new, improved or future products or services, market research or plans; (iv) certain databases, software, algorithms, models, or strategies, information relating to proprietary computer code, and computer and network hardware and configurations; (v) information that is a trade secret or is subject to trade secret or similar regulation under any state or federal statute or regulation; (vi) information of or about third persons known to the Disclosing Party which is subject to restrictions on use and/or disclosure by the Disclosing Party; (vii) the fact that discussions are taking place about a possible alliance, acquisition or other similar transaction; and (viii) information labeled "Confidential" or otherwise marked with a restriction on disclosure (however, information is not required to be so marked to be Confidential Information). "Confidential Information" does not include any information:

(1) In the public domain at the time of disclosure, or thereafter, other than through breach of this Agreement by the Receiving Party;

(2) That the Receiving Party can demonstrate already was known to the receiving party at the time of disclosure by the Disclosing Party;

(3) That becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement or, to the Receiving Party's knowledge, without breach of a duty owed by any other person to the Disclosing Party; or

(4) That the Receiving Party can demonstrate was or is independently developed by the Receiving Party without use of or reference to the Confidential Information and without breach of this Agreement.

C. The Receiving Party of any Confidential Information agrees to:

(1) Limit use of the Disclosing Party's Confidential Information to the purposes set forth above and, except as otherwise permitted in this Agreement, not use such Confidential Information for any other purpose;

(2) Not disclose or distribute the Disclosing Party's Confidential Information to any person that is not a party to this Agreement without the Disclosing Party's prior written consent, except that the Receiving Party may disclose such Confidential Information only to those of the Receiving Party's affiliates, employees, consultants, attorneys, accountants or agents (collectively, "Representatives") who: (a) have a need to know such information to accomplish a purpose consistent with this Agreement, as set forth above; (b) have been advised of the confidential nature of this information; and (c) are bound by enforceable duties of confidentiality and non-use with respect to such information;

(3) Protect the Disclosing Party's Confidential Information with a commercially reasonable degree of care consistent with the care the Receiving Party applies to its own confidential or proprietary information;

(4) Not duplicate, download, upload, transmit, communicate or modify the Disclosing Party's Confidential Information other than for the purpose set forth above, unless authorized to do so in writing by the Disclosing Party, and, upon the Disclosing Party's written request, to destroy such Confidential Information together with any copies, or provide written confirmation of the destruction thereof. Notwithstanding the foregoing, nothing contained herein shall require the destruction, deletion or modification of any backup tapes or other

media made pursuant to automated archival processes in the Receiving Party's or its Representatives' ordinary course of business, and the Receiving Party may retain, subject to the confidentiality requirements of this Agreement, one (1) copy of any work product prepared by it that contains the Disclosing Party's Confidential Information to the extent necessary or advisable by the Receiving Party; and

(5) Not reverse engineer, de-compile, decrypt, disassemble or otherwise attempt to create or discover the source code or underlying ideas, algorithms, structure or organization of the Disclosing Party's software.

a) The Receiving Party agrees that it will be responsible for any disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party's representatives that would constitute a breach of this Agreement if made by the Receiving Party.

b) The Receiving Party agrees that in no event will its representatives who are permitted to receive such Confidential Information disclose such Confidential Information to any other third party (not including Receiving Party or any other representatives) without the Disclosing Party's prior written consent which may be withheld in its sole discretion.

D. Mandatory Disclosure. A Receiving Party may disclose the Disclosing Party's Confidential Information to the limited extent required by applicable law, regulation or court order, provided that, if legally permitted, the Receiving Party shall give the Disclosing Party as much advance written notice of such required disclosure as reasonably is possible and shall reasonably cooperate with the Disclosing Party's efforts, at the Disclosing Party's expense, to limit the scope of disclosure and/or obtain confidential treatment thereof (whether by protective order or otherwise). If legally permissible, the Receiving Party will only disclose the minimum amount of such Confidential Information that the Receiving Party reasonably deems necessary to abide by the applicable law or court order.

E. Derivative Property. Neither this Section 10 nor the disclosure of any of the Disclosing Party's Confidential Information or any other information shall be construed as granting the Receiving Party any right or license under any intellectual property now or hereafter owned or controlled by the Disclosing Party. Confidential Information furnished by the Disclosing Party and any intellectual property derived from it shall remain the exclusive property of the Disclosing Party hereunder.

F. Right to Refuse Confidential Information. Neither party is obliged under this Section 10 to accept Confidential Information disclosed by the other party, and either party may refuse to receive Confidential Information from the other party prior to disclosure. Nothing in this Agreement limits a Disclosing Party's rights to use or disclose its own Confidential Information in any manner it deems appropriate in its sole discretion.

G. Remedies. The Parties acknowledge and agree that a breach of the provisions of this Section 10 may cause the Disclosing Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Receiving Party agrees that the Disclosing Party may have the right to specific performance of the provisions of this Section 10 (including a preliminary or permanent injunction or temporary restraining order) to enjoin a breach or threatened breach of the provisions thereof, such right being in addition to all other rights and remedies available to the Disclosing Party at law, in equity, or otherwise.

11. GENERAL PROVISIONS.

A. 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.

B. This Agreement, including any exhibits, schedules, and addenda related to it, constitutes the complete and entire understanding and agreement, and supersedes all prior and contemporaneous understandings and agreements (whether written or oral), between the Parties with respect to the subject matter hereof and may not be modified or amended except by written instrument duly executed by the Parties hereto. A summary of these components are listed for clarification in Section 14.

C. Additional Addendum or Exhibits may be required for specific services, and if applicable, shall be incorporated hereto in by reference.

D. End-User may not assign or transfer this Agreement without the prior written consent of Pre-employ.com, Inc. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and if any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable, such provision shall not affect the validity of this Agreement or of any other provision hereof and this Agreement shall be interpreted and construed as if such provision, to the extent invalid, illegal or unenforceable, had not been contained herein.

E. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the duly authorized representatives of the Parties hereto, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall, in no event, be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement.

F. All notices, consents, waivers, and any other communications given under this Agreement shall be in writing and deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when received by confirmed facsimile transmission if received during normal business hours of the recipient on a business day, or if not, then on the next business day, (iii) five (5) days following deposit into the United States mail (certified mail, return receipt requested), or (iv) one (1) business day after deposit with an internationally recognized overnight courier, with written verification of receipt. Notices shall be delivered or sent to the following addresses (or to such other address as either party may notify to the other from time to time):

If to End-User:	**(END-USER) (Address, City, State, Zip)** **County of Williamson** **301 SE Inner Loop Suite 108** **Georgetown, TX 78626**
If to Pre-employ.com, Inc.:	Pre-employ.com, Inc. *Attn: Robert V. Mather, Chief Executive Officer* PO Box 491570 Redding, CA 96049 Bob.m@pre-employ.com ap@pre-employ.com compliance@pre-employ.com blindstrom@pre-employ.com

G. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

H. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern. Each party hereby consents to the exclusive personal jurisdiction of such courts, following mediation. In the event of any litigation to enforce a party's rights under this Agreement, the substantially prevailing party shall be entitled to recover from the other party an amount equal to the substantially prevailing party's attorneys' fees, expert fees, court costs, and other expenses related to such litigation.

I. Right to Audit: Pre-Employ.com, Inc. agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Pre-Employ.com, Inc. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Pre-Employ.com, Inc. agrees that licensee shall have access during normal working hours to all necessary Pre-Employ.com, Inc. 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 Pre-Employ.com, Inc. reasonable advance notice of intended audits.

J. The provisions of Sections 2, 6, 7, 8, 9, 10, 11, 13, 14, among others, shall survive the expiration or earlier termination of the Term of this Agreement and/or any Statement of Work issued hereunder.

K. The headings of each section or paragraph are inserted only for convenience of reference and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the sections, paragraphs, and/or provisions to which they refer.

L. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each party agrees that it had the opportunity to review and negotiate this Agreement with an attorney and neither party shall be considered the drafter of this Agreement.

12. **FORCE MAJEURE.** End-User agrees that Pre-employ.com, Inc. is not responsible for any events or circumstances beyond its control (*e.g.*, including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent Pre-employ.com, Inc. from meeting its obligations under this Agreement.

13. **EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as if it were an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

14. **SUMMARY OF DOCUMENTATION.** This Agreement may include the following as listed:

Document Reference:	Document Title:	Terms:	Active

End-User Agreement	End-User Agreement & CA End-User Agreement	FCRA and Consumer Obligations & CA state and Consumer Obligations	YES
Exhibit 1B	Statement of Work Fees and Pricing	Pricing Agreement	YES
Addendum 2	Statement of Work No. 2	Outsourced Responses to Third-Party Employment and Income Verification Requests	If applicable
Addendum 3	Statement of Work No. 3	I-9 and/or E-Verify Services	If applicable
Addendum B	Credit Report Information	Credit Report Service	If applicable
Addendum C	Workers' Compensation Record Reports	Workers' Compensation Record Reports	If applicable
Addendum D	Drug Testing	Drug Testing	If applicable
Addendum E	TALX Equifax EVS Workplace Solutions	Employment Verifications fulfilled by TALX/Equifax/EVS provider	If applicable
Appendix A	A Summary of your rights under the Fair Credit Reporting Act	FCRA	Yes
Appendix B	Notice to Users of Consumer Reports: Obligations of Users Under the FCRA	FCRA	Yes
Appendix C	Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA	FCRA	Yes
	Remedying the Effects of Identity Theft	Consumer Rights and Notifications for Identity Theft Situations	Yes

In the event that either or both parties execute this agreement in electronic signature format, the signing party agrees that by entering your electronic signature below, you are (a) agreeing to use an electronic signature to demonstrate your authorization, and (b) acknowledging your understanding that it is as legally binding as an ink signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

County of Williamson
Legal Business Name

Signature*_____

Printed_____

Title_____

Date_____

PRE-EMPLOY.COM, INC.

Signature_____

Printed_____

Title CCO

Date 8/27/20

*The individual signing this document is either the owner of End-User or authorized by End-User to sign on behalf of End-User. Moreover, the individual signing this document for End-User has knowledge of all facts certified herein.

Physical Address/Location of End-User Signed above (Must be completed by document signer)

_____

_____

Pre employ

END-USER AGREEMENT

THIS AGREEMENT, (hereinafter "End-User Agreement") is made and entered into by and between Pre-employ.com, Inc., a California corporation (and its affiliates) (collectively, "Pre-employ.com, Inc."), with its primary office located at 3655 Meadow View Drive, Redding, CA 96002, and (End-User Company Legal Business Name) County Of Williamson (and its subsidiaries and affiliates) (collectively, "End-User"), a corporation organized under the laws of the State of (State)Texas, with its primary office located at (address, city, state and zip) 301 SE Inner Loop Suite 108 Georgetown, TX 78626. End-User and Pre-employ.com, Inc. shall be referred to collectively as the "Parties." This Agreement shall be effective on the date of last signature below (the "Effective Date").

WHEREAS, the Fair Credit Reporting Act ("FCRA") imposes on End-User various obligations related to, among other things, the procurement, use and confidential destruction of consumer reports and/or investigative reports (collectively, "Reports") as an end-user of such Reports; and

WHEREAS, End-User wishes for Pre-employ.com, Inc. to provide End-User with Reports; and

WHEREAS, End-User agrees that it will abide by all of its obligations under applicable law, including but not limited to the FCRA and corresponding and like federal, state and municipal laws, regulations, ordinances and guidelines, including all fair employment and equal employment opportunity laws, including but not limited to Title VII of the Civil Rights Act of 1964 and the Americans With Disabilities Act (all such laws, regulations, ordinances and guidance collectively referred to as "Laws");

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SERVICES OFFERED BY PRE-EMPLOY.COM, INC.** Pre-employ.com, Inc. is a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are defined in the FCRA. Upon request and as allowed by the Laws, Pre-employ.com, Inc. will provide Reports to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the Laws and for no other purpose. In addition to providing Reports to End-User, Pre- Employ.com, Inc. shall, upon request and as permitted by the Laws, provide certain other business-related services to End- User (collectively, the "Services").

2. **PERMISSIBLE PURPOSE.**
   - End-User certifies that all of its orders for Reports from Pre-employ.com, Inc. shall be made, and the resulting Reports shall be used, only in accordance with the Laws, and with regard to the FCRA, for the following FCRA- permissible purposes only:

(CHECK ALL THAT APPLY).

	Section 604(a)(2). As instructed by the consumer in writing.
✓	Section 604(a)(3)(B). For employment purposes, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission ("employment purposes").

   - Pre-employ.com will process every request for Services as for an "investigative consumer report," as defined by the FCRA, and for employment purposes, and End-User certifies with and for each order for a Report that is has complied with the Laws before placing the order for Services, including its obligation, if any, to provide to each consumer the required disclosures and obtain his or her authorization.
   - End-User shall not request, obtain or use Reports for any purpose not checked above, including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement, or derived from such information, to any other party, whether alone or in conjunction with End-User's own data.
   - End-User understands and agrees that it will be required to identify and certify the specific permissible purpose for each individual Report requested from Pre-employ.com, Inc. at the time of each order, and that it will be used solely for End-User's exclusive one-time use.
   - The Reports shall be requested by, and disclosed by End-User only to, End-User's designated and authorized employees having a need to know and only to the extent necessary to enable End-User to use the Reports in accordance with this Agreement. End-User shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the exercise of their authorized and official duties.

- PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

3. PRE-EMPLOY.COM, INC. SERVICES SELECTED BY END-USER.

By placing a mark below in Check this Box to Order, End-User is requesting that Pre-employ.com, Inc. provide the identified Service to End-User. End User acknowledges receipt of "A Summary of your rights under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" published by the Consumer Financial Protection Bureau ("CFPB") and must initial it has received all associated documentation listed.

✓ END-USER: PLEASE CHECK EACH SERVICE THAT YOU WOULD LIKE TO ORDER AND PLACE INITIALS TO CONFIRM YOU HAVE RECEIVED THE ASSOCIATED DOCUMENTATION.

CHECK THIS BOX TO ORDER	INITIAL IF HAVE RECEIVED ASSOCIATED DOCUMENTATION	SERVICE	ASSOCIATED DOCUMENTATION
✓	[redacted]	Background Screening Services	• End-User Agreement • Master Service Agreement • Exhibit 1B: Statement of Work Fees and Pricing • Appendix A: A Summary of your rights under the Fair Credit Reporting Act • Appendix B: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA • Appendix C: Notice to Furnishers of Information Obligations Under the FCRA • Remedying the Effects of Identity Theft

SEPARATE ADDENDA REQUIRED FOR SPECIFIC SERVICES

✓ END-USER: SOME SERVICES PROVIDED BY PRE-EMPLOY.COM, INC. REQUIRE ADDITIONAL CONTRACTUAL LANGUAGE. IF YOU INTEND TO ORDER ANY OF THE ITEMS BELOW. PLEASE PLACE A CHECK MARK NEXT TO THE DESIRED SERVICE AND INITIAL TO CONFIRM YOU HAVE RECEIVED THE ASSOCIATED ADDENDUM. [redacted]

CHECK THIS BOX TO ORDER	INITIAL IF HAVE RECEIVED ASSOCIATED DOCUMENTATION	SERVICE	ASSOCIATED DOCUMENTATION
		Credit Reports	Addendum B
		Workers' Compensation Record Reports	Addendum C
✓	[redacted]	Drug Testing	Addendum D
✓	[redacted]	Employment Verifications only available via Equifax EVS – REQUIRED FOR ALL EMPLOYMENT VERIFICATIONS	Addendum E
		I-9 and E-Verify	Addendum 3

4. END-USER'S GENERAL CERTIFICATION OF LEGAL COMPLIANCE.

A. End-User certifies that it will comply with all Laws governing the acquisition and/or use of Reports, including, but not limited to, the FCRA, all state equivalents to the FCRA, Title VII of the Civil Rights Act of 1964, and the Drivers Privacy Protection Act ("DPPA").

B. End-User understands that it will be required to certify to various FCRA consumer protection statements at each request for Services, and only after it has fulfilled such obligations. In the event that End-User utilizes a third party provider for its submission of requests for Services to Pre-employ.com, Inc., End-User will ensure that all such requests for Services include all such required certifications, as defined by the FCRA, the other Laws, and outlined by Pre-employ.com, Inc. herein.

C. End-User understands and acknowledges that each component or search of the background check or consumer report can have bearing on other items within the report, and as such should not consider or make decisions upon individual items within the report, and those items may be adjusted until the entire report or case has been fulfilled.

D. End-User further certifies that it will only use a Report received from Pre-employ.com, Inc. one time and that it will not distribute, sell, re-sell, copy or give any information received from Pre-employ.com, Inc. to a third party, except as allowed by the Laws.

E. End-User is responsible for adherence to all regulatory requirements for their industry, and to convey any specific requirements to Pre-employ.com, Inc.

F. End-User certifies that it will not request or use other services offered by Pre-employ.com, Inc., including but not limited to I-9 and E-Verify services, in violation of any federal, state or local law.

5. END-USER'S ADDITIONAL CERTIFICATION OF LEGAL COMPLIANCE AS TO SPECIFIC SERVICES.

A. When Reports are Procured and/or Used for Employment Purposes.

(1) **Disclosure and Consent.** End-User certifies that prior to procuring or causing a Report to be procured for any employment purpose, End-User has made a clear and conspicuous disclosure to the consumer, in writing, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that End-User may obtain a consumer report and/or investigative consumer report for employment purposes (the "Disclosure"), and end-user has also obtained the consumer's authorization for End-User to procure or cause a Report to be procured from Pre-employ.com, Inc. for employment purposes (the "Authorization"). The Disclosure and Authorization must satisfy all requirements identified in Section 604(b)(2) and, as appropriate, Section 606(a)(1) of the FCRA. During the written consent process, the consumer will be properly apprised by End-User of his or her legal rights, as required by law. Pre- employ.com, Inc. may request, and if requested End-User shall promptly provide, proof of End-User's compliance with the Laws, including copies of the Disclosure and Authorization.

a. End-User shall identify in the Disclosure all parties that may procure and/or use Reports (including, but not limited to parent, subsidiary and affiliated companies) that may procure or cause to be procured and/or use Reports, and the Authorization shall extend to all such parties. Pre-employ.com, Inc. may request, and if requested End-User shall promptly provide, proof and/or copies of End-User's compliance with the Laws at its discretion or as business need may arise.

b. End-User represents that in some circumstances End-User's contract with its customer contemplates that End-User must provide its customer with direct access to Reports. In such circumstances, before placing orders for Reports, End-User shall specifically identify in the Disclosure both End-User and End-User's customer and obtain authorization from consumers specifically for the procurement of Reports from Pre-employ.com, Inc. by both End-User and End-User's customer. Before placing orders for Reports, End-User shall also notify its customer, in writing, that all Reports compiled by Pre-employ.com, Inc. for End-User will be furnished for employment purposes, and provide to any such customer a copy of the CFPB's publication entitled "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA."

If End-User is a company that requires another party, such as, but not limited to its contractors, to provide the type of direct access to Reports described in subpart (b)(i), End-User certifies that, before accessing any such Reports, End-User has confirmed that the other party's Disclosure identifies, and its Authorization extends to, both End-User and the other party. End-User also confirms that it has received, and will comply with, the designated CFPB publication.

(2) **Adverse Action.** If the consumer may be denied employment or incur another "adverse action," as that term is defined by the Laws, based in whole or part on a Report provided by Pre-employ.com, Inc., End- User will timely provide to the consumer: (1) a copy of the Report, and (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all other required notifications under the Laws. End-User will then provide consumer with an appropriate period of time to dispute the accuracy of the Report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notice identified in Section 615 of the FCRA. Among other things, such notice will include: (1) the name, address, and telephone number of Pre-employ.com, Inc., as the consumer reporting agency, (2) a statement that the Pre- employ.com, Inc. did not

make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, (3) a statement that the consumer may obtain a free copy of the consumer report from Pre-employ.com, Inc. within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the consumer has the right to dispute with Pre-employ.com, Inc. the accuracy or completeness of any information in a consumer report furnished by Pre-employ.com, Inc.

(3) If a dispute as to the accuracy or completeness of the Report is raised by the consumer during the waiting period, End-User will afford Pre-employ.com, Inc. the legally allowed time to resolve the dispute before deciding whether to take any final adverse action.

If End-User has requested that Pre-employ.com, Inc. fulfill any portions of the pre-adverse or adverse action processes on its behalf as part of the Services, End-User will provide to Pre-employ.com, Inc. all necessary template letters and other notifications, and the specifications for providing same to consumers. Pre-employ.com, Inc. assumes no liability of any kind whatsoever on behalf of or to End-User by providing these letters and notifications to consumers and, rather, expressly disclaims any such liability.

(4) **Decision-Making.** End-User is aware that the Laws impact how and under what circumstances End-User may use criminal history information, credit history information, and other consumer report information for employment purposes. End-User assumes full responsibility for complying with all Laws. End-User certifies it will not use any Report in violation of any Law, including any applicable federal or state equal employment opportunity law or regulation. Among other things, End-User has or will become familiar with the EEOC's April 2012 Enforcement Guidance explaining how employers may utilize criminal history information in compliance with Title VII of the Civil Right Acts of 1964.

B. When Consumer or Investigative Consumer Reports Are Used for Tenant/Owner Purposes.

(1) **Disclosure and Consent.** If End-User intends to request a Report from Pre-employ.com, Inc. for "Tenant/Owner Purposes," it will first obtain the written consent of the consumer to do so.

(2) **Adverse Action.** If End-User takes adverse action against a tenant or prospective tenant based upon a Report from Pre-employ.com, Inc., End-User agrees to follow all adverse action requirements specified by the Laws, including in Section 615 of the FCRA. Among other things, End-User agrees that after taking adverse action it will provide a notice to the consumer that includes: (1) the name, address, and telephone number of Pre-employ.com, Inc., as the consumer reporting agency, (2) a statement that Pre-employ.com, Inc. did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, (3) a statement that the consumer may obtain a free copy of the consumer report from Pre-employ.com, Inc. within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the consumer has the right to dispute with Pre-employ.com, Inc. the accuracy or completeness of any information in a consumer report furnished by Pre-employ.com, Inc..

(3) **Decision Making.** End-User is aware that local, state, and federal laws and regulations impact how and under what circumstances End-User may use criminal history information, credit history information, and other consumer report information for tenant screening and/or owner screening purposes. End-User assumes full responsibility for complying with all applicable laws and regulations. Among other things, End-User has or will become familiar with applicable federal, state, and local "Fair Housing Laws."

6. END-USER'S ADDITIONAL CERTIFICATION OF CALIFORNIA LEGAL COMPLIANCE AND CERTIFICATION

By placing each order with Pre-employ.com, Inc., and in general, End-User hereby certifies under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., to:

(i) Request and use the Services solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

(ii) When, at any time, the Services are sought for employment purposes, that End-User has provided a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an "investigative consumer report" (as defined by the ICRAA) may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed;
(4) the name, address, telephone number, and website of Pre-employ.com, Inc. as the consumer reporting agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22. The disclosure also shall list Pre-employ.com, Inc.'s web site address.

(iii) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any investigative consumer report that is prepared.

(iv) If the consumer wishes to receive a copy of the investigative consumer report, send or arrange to send a copy of the investigative consumer report to the consumer within three business days of the date that the investigative consumer report is provided to End-User. The copy of the investigative consumer report shall contain the name, address, and telephone number of Pre-employ.com, Inc. as the entity that issued the report and how to contact Pre-employ.com, Inc.

(v) When, at any time, the Services are sought for employment purposes, only request an investigative consumer report if the subject thereof has first authorized in writing the procurement of the report by the End-User.

(vi) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Pre-employ.com, Inc.'s name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRAA and the CCRAA.

(vii) Comply with all other requirements under applicable California law, including, but not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any investigative consumer reports, including, but not limited to, the ICRAA and CCRAA.

7. **INVESTIGATIVE CONSUMER REPORTS.** Due to the interpretive nature of the term, Pre-employ.com will process every request for Services as a request for an "investigative consumer report" within the meaning of the FCRA. End-user certifies that it complies with the Laws, including its obligation, if any, to provide to each consumer the required disclosures and obtain his or her authorization before the order is placed. If the consumer makes a written request within a reasonable amount of time, End-User will provide to the consumer:

A. information about the Report that has been requested;

B. if a Report has been requested, written disclosure of the nature and scope of the investigation requested; and

C. Pre-employ.com, Inc.'s contact information, including its complete address and toll-free telephone number.

This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

8. **INTERNATIONAL CRIMINAL RECORD SEARCHES.** End-User understands that international background screening searches will be conducted through a third-party business entity that is independent of Pre-employ.com, Inc. Accordingly, End-User releases and holds harmless Pre-employ.com, Inc. and its affiliated companies, officers, agents, and employees from any liability of any kind whatsoever in connection with any information received as a result of an international background screening report.

9. **NATIONAL/MULTI-STATE DATABASE SEARCHES.** Pre-employ.com, Inc. recommends that End-User screen its employees at the county level as well as using federal and multi-state/nationwide databases. End-User understands that Pre-employ.com, Inc. cannot be held responsible for any records that exist that do not fall within the scope of the specific search(es) ordered by End-User. End-User further understands that the multi-state/nationwide database report only will be offered in conjunction with a county or state-level verification of any possible "hit" (that is, confirmation of the record in the database at or with the primary source of the record).

10. **MOTOR VEHICLE RECORDS (MVRs) AND DRIVING RECORDS.**

A. End-User hereby certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") as allowed by the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any corresponding state laws.

B. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Pre-employ.com, Inc. in the form of the consumer's signed release authorization form.

C. End-User also certifies that it will use MVRs only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee.

D. End-User shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means.

E. End-User understands that when MVRs are sought in certain states, including but not limited to Washington, Colorado, Georgia, Arkansas, Illinois, Maryland, New Hampshire and Pennsylvania, **End-User will be required to obtain specific consumer consent, complete, provide to Pre-employ at time of ordering, and store** certain state-specific written consent materials in connection with any MVR check performed by Pre-employ.com, Inc. End- User agrees to obtain and complete such state-specific written consent materials, as required by law or requested by Pre-employ.com, Inc.

F. End-User further agrees to maintain in its own possession all documentation related to Motor Vehicle records, authorizations, and materials in an accessible format for no less than five years, as required by the DPPA.

11. CONTEMPORANEOUS NOTIFICATION (FCRA SECTION 613) Pre-employ.com, Inc. provides this candidate notification service to comply with the FCRA and like laws. The FCRA in some circumstances requires a consumer reporting agency to notify the subject of an employment-purposed consumer report with certain public record information (i.e., information "likely to have an adverse effect upon a consumer's ability to obtain employment") of: (1) the fact the public records are being reported to the end-user, sent at the time such public records are reported to the end-user, and (2) the end-user's name and address. FCRA 613 (15 U.S.C. §1681k(a)(1)). Credit Reports, MVRs and any other such report that is procured and provided directly to the end-user will also prompt this consumer notification.

Pre-employ will provide these notices utilizing the company name listed on this Agreement, unless End-User indicates that the end-user name, or department name or company name (including address) required should be utilized from the information provided here: County of Williamson

This notification is not intended to, and does not, substitute for End-User's independent obligations under the Laws.

12. FEDERAL NOTICES RECEIVED. End-User hereby acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act", "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA", and "Remedying the Effects of Identity Theft".

13. NO LEGAL ADVICE/COUNSEL.

A. End-User acknowledges the importance of complying with its obligations under the Laws and agrees that it will consult with legal counsel at its own expense regarding the acquisition and use of Reports. End-User understands and acknowledges that Pre-employ.com, Inc. is not a law firm and does not provide legal advice in connection with the Services or End-User's use of Reports. End-User understands that any communications by Pre-employ.com, Inc.'s employees or representatives regarding the Services are not to be considered or construed in any way, directly or indirectly, as legal advice. End-User shall always consult with its own counsel before deciding whether to act upon information reported by Pre-employ.com, Inc. End-User understands that sample forms or documents made available by Pre-employ.com, Inc. to End-User, including but not limited to sample disclosure notices, written authorizations, and adverse action notices, are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, End-User shall consult with its own counsel to make sure that End-User is using appropriate documents that comply with all Laws.

B. End-User further acknowledges that the use of Pre-employ.com's online portal, candidate entry and candidate portal, and all resources located within those platforms are made available for usage, however all forms, disclosures, authorizations, resources, and processes are provided as a courtesy and should be reviewed with End-User's legal counsel for legal compliance. Pre-employ.com assumes no liability of any kind whatsoever on behalf of or to End-User by providing content or process path in these platforms and, rather, expressly disclaims any such liability.

C. End-User also agrees and understands that Pre-employ.com, Inc. does not provide legal advice in connection with any of the other Services that it offers, including, but not limited to, I-9 and E-Verify services. End-User accepts full responsibility for complying with any and all applicable laws and regulations and shall consult with its own counsel to ensure that it has all required processes and procedures in place.

14. SECURITY AND CONSUMER DATA PROTECTION. Before ordering any reports from Pre-employ.com, End-User will establish strong access control measures: (1) to ensure the fair and equitable use of Reports; (2) to safeguard the confidentiality of information reported by Pre-employ.com, Inc.; and (3) to comply with all Laws. In addition to governmental regulations, many of the security actions are also required by data providers such as TransUnion, Equifax and Experian. Failure to agree to and/or maintain any of the following items may result in revocation of access to some or all of the Services.

Among other things, End-User shall take the following actions:

(1) End-User shall properly restrict access to information reported by Pre-employ.com, Inc. to those with a legitimate business need to access such information, and only to the extent necessary to enable End-User to use the Reports in a manner consistent with this Agreement.

(2) End-User shall take steps to ensure that employees authorized to order Reports do not attempt to obtain any such Reports on themselves, and also that such authorized employees only order Reports on other individuals when both consistent with this Agreement and permissible under the Laws.

(3) End-User shall develop strong passwords (minimum length of 8 alpha and numeric characters, frequent and mandatory password changes – at least every sixty (60) days) for access to information reported by Pre-employ.com, Inc. and ensure that such passwords are not easily guessable (high risk words are not allowable). For example, End-User shall avoid using its company name or repeating numbers/letters or consecutive numbers/letters or the word "password."

(4) End-User shall accept and implement Pre-employ.com, Inc.'s Best Practice of 60-day Password Recycle

policy. Users who do not recycle within 60 days will be automatically deactivated from the system.

(5) Individual End User IDs and passwords must not be pre-installed, electronically "remembered," or scripted

(6) End-User shall ensure that user credentials (IDs and passwords) are not shared or physically accessible by others within the secure facility, and that no Peer-to-Peer file sharing will be enabled on those users' profiles. Note: Pre-employ.com, Inc. will never ask users for this information via phone or other methods.

(7) End-User shall implement a process to terminate access rights immediately for users when those users are terminated or when they have a change in their job tasks that changes information needed to view. It is the responsibility of the End-User to maintain this process.

(8) End-User shall implement physical and technical security controls to prevent unauthorized entry to its facility and access to systems.

(9) End-User certifies that it will retain information it receives from Pre-employ.com in accordance with applicable law and will make such information available to Pre-employ.com upon request

(10) End-User shall maintain each written authorization obtained from an individual subject to a Report, along with the disclosures and notices provided to such individual, in accordance with applicable law and will make such information available to Pre-employ.com upon request.

(11) End-User shall ensure that data destruction is completed in a secure manner to make it inaccessible, unreadable, and/or unrecoverable of hard copy information and electronic information reported by Pre-employ.com, Inc. Destruction of data must be implemented in accordance with current industry best practices such as FTC and DPPA, which may include: burning, pulverizing or shredding.

(12) End-User shall ensure that paper documents containing personally identifiable information (particularly name, date of birth, driver's license number, and SSN), if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each workday.

(13) End-User understands and agree Pre-employ will only keep information it provides to End-User for the lesser of two (2) years or as required by applicable law.

i. If End-User wishes to receive a copy or copies of consumer reports or investigative consumer reports for its own retention purposes, End-User shall advise Pre-employ if and how to receive consumer reports or investigative consumer reports in an agreed upon manner and at agreed upon intervals prior to the two (2) year expiration.

ii. Pre-employ will not be responsible or liable for any consumer reports, investigative consumer reports, or other consumer information not retained after the two (2) year period described above.

iii. Pre-employ will not be responsible or liable for any consumer reports or investigative consumer reports not retrieved in an agreed upon manner after the two (2) year period described above.

(14) Credit Reporting Agency Providers. Agencies require that End-User will ensure that all devices with access to consumer report and consumer information are in a secure location, accessible only by authorized users with secure workstations that are locked when not in use. End-User understands that Equifax and other Credit Reporting Agencies disallow the storing of data provided by their agency to any hard drive, portable device and/or removable data storage device. This is applicable to the use of cellular phones or mobile devices. Encryption, transfer or shipping of information must also be encrypted with industry standard methods and disposal efforts must include those that are standard to disposal of consumer report information or records.

(15) End-User shall protect the privacy of consumer information which is contained in MVRs, and access DMV records only with written consent of consumer.

15. GENERAL INFORMATION FOR VETTING PURPOSES. End-User understands that its business must be "vetted" by Pre-employ.com, Inc. before it will be permitted to obtain Reports from Pre-employ.com, Inc. Accordingly, End-User hereby provides the following information to facilitate such "vetting."

End-User: Please provide the following information to begin the "vetting" process. You may be asked for additional information as the process unfolds.

Type of Ownership (Partnership, Nonprofit, Corp, LLC)	Not needed, already vetted.
Type of Business Conducted	
Company Website Address	
Company Address (Street, City, State, Zip)	

Company Phone and Fax	
Email of Authorized Officer Signing	
Name of Authorized Officer Signing	
Title of Authorized Officer Signing	

End-User: Please attach one of the following (indicate which by checking the appropriate box):		
□ Copy of Business License	□ Federal ID No. form (not application)	□ Corporation verification with State or Federal government
□ Articles of Incorporation / Partnership	□ Professional State Issued License	□ State Tax ID Certificate (not application)
End-User: Please also attach one of the following (indicate which by checking the appropriate box):		
□ Copy of Current Business Phone Bill or Utility Bill (first page only)	□ Copy of Business Check □ Copy of Office Lease (first page only)	□ Copy of Principal's Photo ID / Driver's License (only if in business under 1 yr)

16. NO WARRANTIES.

A. Pre-employ.com, Inc. assembles information from a variety of sources, including databases maintained by other consumer reporting agencies containing information from public records, other information repositories, governmental agencies and employees, and third-party researchers. End-User understands that these informational sources and resources are not maintained by Pre-employ.com, Inc. Therefore, Pre-employ.com, Inc. cannot be a guarantor that the information provided from these sources is absolutely accurate, current and complete. Nevertheless, Pre-employ.com, Inc. has in place procedures to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of inaccurate or incomplete information in accordance with the Laws.

B. End-User understands that Pre-employ.com, Inc. obtains the information in its Reports from various third-party sources "AS IS" and, therefore, is providing the information to End-User "AS IS". Pre-employ.com, Inc. makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity or completeness of any information and/or Reports, that the Reports will meet End-User's needs or will be provided on an uninterrupted basis; Pre-employ.com, Inc. expressly disclaims any and all such representations and warranties.

C. Except as provided herein or in an addendum to this Agreement, Pre-employ.com, Inc. also makes no representation or warranty, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose or implied warranties arising from the course of dealing or a course of performance, as to any other product or service that it will provide to End-User. Pre-employ.com, Inc. expressly disclaims any and all such representations and warranties.

17. GENERAL PROVISIONS.

A. Pre-employ.com, Inc. shall not make or authorize any disclosures concerning the commercial relationship between Pre-employ.com, Inc. and End-User without End-User's prior written consent.

B. Pre-employ.com, Inc. does not make employment decisions regarding any individuals about whom it reports information, nor does it give any input on employment qualifications for any individuals. End-User agrees and certifies that Pre-employ.com, Inc. has no input whatsoever into any of End-User's employment decisions.

C. End-User understands that state or federal law may, under some circumstances, require Pre-employ.com, Inc. to provide a copy of the Report to the subject thereof. End-User understands and agrees that Pre-employ.com, Inc. may do so under such circumstances. In addition, End-User agrees that Pre-employ.com, Inc. may provide access to a Report to the subject thereof even where not specifically required by law.

D. End-User understands and acknowledges that the subject of a Report is entitled to a free disclosure thereof pursuant to, among other things, the provisions of Sections 609 and 610 of the FCRA, and that End-User authorizes Pre-employ.com, Inc. to set up a consumer account for such consumers to view their completed Report ordered by End-User.

E. Pre-employ.com, Inc. reserves the right to contact End-User or a consumer for additional information pertaining to any Report.

F. End-User agrees to allow Pre-employ.com, Inc. to audit documents, records and information relevant to this Agreement at any time, upon reasonable notice given, and End-User agrees to promptly and meaningfully cooperate

with any such audits.

G. The headings of each section or paragraph are inserted only for convenience of reference and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the sections, paragraphs, and/or provisions to which they refer.

H. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Each party agrees that it has had the opportunity to review and negotiate this Agreement with an attorney and neither party shall be considered the drafter of this Agreement.

18. **EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as if it were an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

19. **SUMMARY OF DOCUMENTATION.** This Agreement may include the following as listed:

Document Reference:	**Document Title:**	**Terms:**	**Active**
MSA – Master Services Agreement	Master Services Agreement	General Terms and Provisions	YES – If applicable
End-User Agreement	End-User Agreement	FCRA Required Agreement between CRA and End-User & California End-User Certification Addendum	YES
Exhibit 1B	Statement of Work Fees and Pricing	Pricing Agreement	YES
Addendum 3	Statement of Work No. 3	I-9 and/or E-Verify Services	If applicable
Addendum B	Credit Report	Credit Report Service	If applicable
Addendum C	Workers' Compensation Record Reports	Workers' Compensation Record Reports	If applicable
Addendum D	Drug Testing	Drug Testing	If applicable
Addendum E	TALX Equifax EVS Workplace Solutions.docx	Employment Verifications required and specifically provided by third party vendor TALX/Equifax	If applicable
Appendix A	A Summary of your rights under the Fair Credit Reporting Act	FCRA	Yes
Appendix B	Notice to Users of Consumer Reports: Obligations of Users Under the FCRA	FCRA	Yes
Appendix C	Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA	FCRA	Yes

Full Force and Effect. Except as specifically set forth in this Addendum, the End-User Agreement, Master Services End-User Agreement and other addenda thereto are not modified, revoked or superseded and remain in full force and effect.

In the event that either or both parties execute this agreement in electronic signature format, the signing party agrees that by entering your electronic signature below, you are (a) agreeing to use an electronic signature to demonstrate your authorization, and (b) acknowledging your understanding that it is as legally binding as an ink signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

County of Williamson *Legal Business Name*	**PRE-EMPLOY.COM, INC.**
Signature*_____	Signature_____
Printed_____	Printed_____
Title_____	Title CCO
Date_____	Date 8/27/20

*The individual signing this document is either the owner of End-User or authorized by End-User to sign on behalf of the business entity. Moreover, the individual signing this document for End-User has knowledge of all facts certified herein.

Physical Address/Location of End-User Signed above
301 SE Inner Loop Suite 108
Georgetown, TX 78626

Pre employ

ADDENDUM D TO MASTER SERVICES END-USER AGREEMENT

DRUG AND/OR ALCOHOL TESTING

This Addendum, dated as of this 17th day of August, 2020, is made to the Master Services End-User Agreement dated 8/17/2020, between County Of Williamson ("End-User") and Pre-employ.com, Inc. ("Pre-employ"), and supplements any other Addenda signed between End-User and Pre-employ.

WHEREAS, the Master Services End-User Agreement covers various terms related to services performed by Pre-employ for End-User;

WHEREAS, End-User desires Pre-employ to provide certain drug and/or alcohol testing services for End-User; and

WHEREAS, End-User and Pre-employ wish to further clarify terms related to such drug and/or alcohol testing services.

NOW, THEREFORE, the parties hereby agree as follows:

I. **Selected Services.** End-User hereby requests that Pre-employ provide the following drug and/or alcohol testing services for it (please check all that apply):

Drug And/Or Alcohol Testing For Ordinary Employment Purposes

- o Pre-employment drug testing
- o Post-accident drug and alcohol testing
- o Reasonable suspicion drug and alcohol testing
- o Return-to-duty drug testing
- o Random drug and alcohol testing

Drug And/Or Alcohol Testing For Department of Transportation (DOT)-Related Purposes

- o Pre-employment drug testing
- o Post-accident drug and alcohol testing
- o Reasonable suspicion drug and alcohol testing
- o Return-to-duty drug testing
- o Random drug and alcohol testing

II. Pre-Employ Obligations As To Drug/Alcohol Testing For Ordinary Employment Purposes.

a. Pre-employ shall provide the drug and/or alcohol testing services requested in Section I of this Addendum by End-User in accordance with applicable state and federal laws and regulations.

b. Pre-employ shall provide a site for test specimen collection with trained, qualified collectors within 5 miles, or a reasonable distance, of End-User.

c. Pre-employ shall make on-site mobile collection with trained and qualified collectors available to End-User.

d. Where random drug and alcohol testing is requested, Pre-employ shall use a scientifically valid selection method and conduct a monthly, computer-generated, random selection of Company employees.

e. Pre-employ will maintain all result documentation for any tests completed through the administration of End-User's drug and alcohol testing program for a period of 3 years.

f. Pre-employ will provide result documentation to End-User within two (2) days of request made by End-User.

III. End-User Obligations As To Drug/Alcohol Testing For Ordinary Employment Purposes.

a. End-User understands and acknowledges that various federal, state, and local laws govern employers' requests for and use of drug testing results. End-User certifies that it will only request and use drug and/or alcohol testing services from Pre-employ in accordance with applicable federal, state, and local laws.

b. End-User shall supply any and all information requested by Pre-employ necessary to facilitate drug testing.

IV. Pre-employ's Obligations As To Drug/Alcohol Testing For Department Of Transportation (DOT)-Related Purposes

a. Pre-employ shall maintain a list of End-User's Designated Employer Representatives ("DERs") authorized to receive names of employees selected for random testing and to whom test results may be reported.

b. To facilitate random drug and alcohol testing, Pre-employ shall use a scientifically valid selection method and conduct a monthly, computer-generated, random selection of Company employees.

c. Pre-employ shall provide a site for test specimen collection with trained, qualified collectors within 5 miles, or a reasonable distance, of End-User.

d. Pre-employ shall make on-site mobile collection with trained and qualified collectors available to End-User.

e. Pre-employ shall ensure all laboratories available for use by End-User are subject to monthly quality control testing using blind specimens or blind performance test specimens as the terms are defined by DOT regulations.

f. Pre-employ shall utilize a Department of Health and Human Services certified laboratory to conduct drug testing of all DOT-regulated programs.

g. Pre-employ shall utilize a certified Medical Review Officer ("MRO"), who will review all non-negative drug test results for all DOT-regulated programs.

h. Pre-employ shall retest split urine specimens upon request for an additional cost.

i. Pre-employ shall report negative drug test results to End-User's DER within same day of receipt of confirmation from reporting laboratory or MRO.

j. Pre-employ shall report MRO-confirmed non-negative drug test results to End-User DER within same day of receipt of confirmation from MRO.

k. Pre-employ shall maintain records of negative and non-negative drug and alcohol test results, refusals to test, random pool records, random selection lists, and notices.

l. Pre-employ shall refer employees to qualified Substance Abuse Professionals ("SAP") when required to do so under applicable laws or regulations.

m. Pre-employ shall report results to End-User DER except when reports are required to go to another party per state and/or federal regulations.

n. If positive test results are received on an End-User employee who is the owner-operator of End-User and he/she is not removed from his/her safety-sensitive position or is returned to a safety-sensitive position before successfully completing the return-to-duty process, Pre-employ shall notify the DOT operating mode's headquarters in Washington, D.C. to the extent required by applicable laws and/or regulations.

o. If End-User stops requesting drug testing services through Pre-employ, Pre-employ shall notify the DOT, in accordance with applicable requirements.

p. Pre-employ may expel End-User from its drug and alcohol testing program if End-User fails to comply with the outlined End-User Responsibilities herein and/or DOT rules and regulations.

q. Pre-employ shall maintain all result documentation for any tests completed through the administration of End-User's drug and alcohol testing program for a period of 3 years.

r. Pre-employ shall provide all documentation to End-User within two (2) days of request made by DOT, another federal agency or End-User.

V. End-User's Obligations As To Drug/Alcohol Testing For Department Of Transportation (DOT)-Related Purposes

a. End-User understands and acknowledges that various federal, state, and local laws govern employers' requests for and use of drug testing results. End-User certifies that it will only request and use drug testing services from Pre-employ in accordance with applicable federal, state, and local law.

b. End-User shall provide any and all information requested by Pre-employ necessary to facilitate drug testing.

c. For the purpose of managing End-User's random drug and alcohol testing program, End-User shall provide Pre-employ with an updated employee roster by the 15th day of each month.

d. End-User shall timely provide Pre-employ with updated lists of the primary and secondary DERs (Attachment A) as appropriate.

e. End-User shall submit all safety-sensitive job applicants through pre-employment drug testing or provide written proof of exemption from the requirement.

f. To ensure the integrity of its testing program, End-User agrees to conduct all of its required drug and alcohol tests, including pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up through Pre-employ.

VI. No Legal Advice/Counsel. Pre-employ does not provide legal advice or other compliance-related advice upon which End-User may rely in connection with Pre-employ's delivery of drug and alcohol program services. End-User understands that any conversation or communication with Pre-employ's representatives regarding the services related to the drug and alcohol services are not to be considered legal advice or opinion. End-User shall seek counsel from experienced attorneys as appropriate before requesting or relying upon drug testing results obtained through Pre-employ.

VII. Indemnification. In addition to any indemnification promises made in the Master Services End-User Agreement, End-User agrees to indemnify, defend, and hold harmless Pre-employ, its successors and assigns, officers, directors, employees, agents, vendors, and suppliers from any and all claims, actions or liabilities, as well as costs and attorneys' fees, arising from or with respect to: (i) any breach by End-User of this Addendum or the representations, certifications or warranties made in this Addendum, (ii) End-User's violation of applicable laws or ordinances, (iii) End-User's negligence, misconduct, recklessness, errors or omissions, (iv) End-User's request for or use of drug and alcohol testing services provided by Pre-employ, or (v) Pre-employ's performance of drug and alcohol testing services for End-User.

VIII. Fees. End-User will pay the fees outlined in Statement of Work Fees and Pricing – Exhibit 1B (attached hereto) for the drug and alcohol testing services it requests.

IX. **Full Force And Effect.** Except as specifically set forth in this Addendum, the Master Services End-User Agreement and other addenda thereto are not modified, revoked or superseded and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below, to be effective as of the Effective Date.

County Of Williamson	**PRE-EMPLOY.COM, INC.**
Signature_____	Signature [signature]
Printed_____	Printed [signature]
Title_____	Title CCO
Date_____	Date 8/27/20

EQUIFAX

FORMERLY TALX CORPORATION
PROVIDER OF EQUIFAX VERIFICATION SOLUTIONS (EVS)
WORKFORCE SOLUTIONS (EWS)

ADDENDUM E
REQUIREMENT FOR 3RD PARTY EMPLOYMENT/INCOME VERIFICATIONS

This Addendum E to Master Services and/or End-User Agreement is specifically and solely required by Equifax from each subscriber to continue their services.

As taken directly from the EWS/EVS Reseller Policy:

"The CRA must require each subscriber to sign an Agreement for Service that complies with the terms and conditions set out in the CRA's Agreement for Service with Equifax. Periodically, Equifax may notify CRA resellers of additional or new service level requirements or security guidelines that must be adhered to for continued access to Equifax information."

Items required by Equifax Workforce Solutions for continuation of services are:

- **Exhibit A-2 attached**
- **execution of this Addendum E**

This Addendum, dated as of this 17th day of August, 2020, is made to the Master Services End-User Agreement between County Of Williamson ("End-User/Subscriber" or "Subscriber" and its subsidiaries and affiliates) and Pre-employ.com, Inc. ("Pre-employ"), and supplements any other Addenda signed between End-User/Subscriber and Pre-employ.

WHEREAS, Equifax Workforce Solutions ("EVS") requires End-User/Subscriber and Pre-employ to further agree to terms related to the reporting of employment and income verifications to satisfy their defined requirements as a national credit bureaus and data provider.

NOW, THEREFORE, the parties hereby agree as follows:

EVS Employment Information (as defined below) will be received by Subscriber through CRA subject to the following conditions (the "Terms and Conditions"):

1. **Purpose.** Any information services and data originating from EVS (the "EVS Employment Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request EVS Employment Information on Subscriber's employees, and employees will be forbidden to obtain EVS Employment Information on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose EVS Employment Information to the subject of the EVS Employment Information except as permitted or required by law, but will refer the subject to EVS.

2. **Disclosure of Information.** Subscriber will hold EVS and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EVS Employment Information by Subscriber, its employees or agents contrary to the conditions of Section 1 above or applicable law.

3. **Accuracy or Completeness.** Subscriber recognizes that EVS does not guarantee the accuracy or completeness of EVS Employment Information and Subscriber releases EVS and EVS's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Employment Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from EVS Employment Information. Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any EVS Employment Information.

4. **Payment.** Subscriber will be charged for the EVS Employment Information by CRA, which is responsible for paying EVS for the EVS Employment Information; provided, however, should the underlying relationship between Subscriber and CRA terminate at any time during the term of this Agreement, charges for the EVS Employment Information will be invoiced to Subscriber, and Subscriber will be solely responsible to pay EVS directly.

5. **Fair Credit Reporting Act Certification.** Subscriber certifies that it will order EVS Employment Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use the EVS Employment Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Subscriber certifies that, before ordering EVS Employment Information to be used in connection with employment purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of the disclosure, that Subscriber may obtain EVS Employment Information for employment purposes, and will also obtain the Consumer's written authorization to obtain or procure EVS Employment Information relating to that Consumer. Subscriber further certifies that it will not take adverse action against the Consumer based in whole or in part upon the EVS Employment Information without first providing to the Consumer to whom the EVS Employment Information relates a copy of the EVS Employment Information and a written description of the Consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA as referenced on

Exhibit A-1 attached hereto, and also will not use any EVS Employment Information in violation of any applicable federal or state equal employment opportunity law or regulation. Subscriber will use EVS Employment Information ordered under this Agreement for the foregoing purpose and for no other purpose. Subscriber acknowledges that it has received from CRA a copy of the consumer rights summary as prescribed by the CFPB as referenced on Exhibit A-1.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EVS may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by email whenever possible and will require Subscribers to provide documentation as to permissible use of particular EVS Employment Information. In addition, CRA will be required to provide documentation indicating CRA validated the legitimacy of subscriber prior to contract execution and will also provide a copy of agreement between CRA and Subscriber. Subscriber gives its consent to EVS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of the Service or termination of this Agreement. If EVS terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EVS harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against EVS in connection with such termination.

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-2, was received from CRA.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Subscriber orders or accesses EVS Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means a Subscriber employee that Subscriber has authorized to order the EVS Employment Information and who is trained on Subscriber's obligations under this Agreement with respect to the ordering and use of the EVS Employment Information, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

1. With respect to handling the EVS Employment Information, Subscriber agrees to:

a) ensure that only Authorized Users can order or have access to EVS Employment Information,
b) ensure that Authorized Users do not order EVS Employment Information for personal reasons or provide them to any third party except as permitted by this Agreement,
c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
d) ensure that all devices used by Subscriber to order or access the EVS Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
e) take all necessary measures to prevent unauthorized ordering of EVS Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the EVS Employment Information, or if Subscriber suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Subscriber uses to order EVS Employment Information,
f) in no event access the EVS Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
g) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store EVS Employment Information.
h) encrypt EVS Employment Information when it is not in use and with respect to all printed EVS Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
i) if Subscriber sends, transfers or ships any EVS Employment Information, encrypt the EVS Employment Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,
j) monitor compliance with the obligations of this Section 6, and immediately notify *EVS if* Subscriber suspects or knows of any unauthorized access or attempt to access the EVS

Employment Information, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,

k) not ship hardware or software between Subscriber's locations or to third parties without deleting all Security Information and any EVS Employment Information,

l) if Subscriber uses a Service Provider to establish access to EVS Employment Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 6,

m) use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the EVS Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

n) use commercially reasonable efforts to secure EVS Employment Information when stored on servers, subject to the following requirements: (i) servers storing EVS Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect EVS Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing EVS Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,

o) not allow EVS Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and

p) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by EVS.

2. If EVS reasonably believes that Subscriber has violated this Section 6, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section 6.

7. **FCRA Notices.** Subscriber certifies that it has received and read "Summary of Consumer's Rights Under the Fair Credit Reporting Act" and also "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber obligations under the FCRA as a user of consumer information.

8. **Business Type.** The subscriber must acknowledge and agree that they are not one of the companies or type of industry listed in the section below entitled "Business that Cannot Be Provided Equifax Information."
   a. Adult entertainment service of any kind.
   b. Business that operates out of an unrestricted location within a residence must agree upon separate security controls not outlined in this Addendum
   c. Attorneys or Law Firms (except collection attorneys, bankruptcy attorneys, or those attorneys who use reports solely for employment purposes)
   d. Bail bondsman
   e. Check cashing
   f. Credit counseling
   g. Credit repair clinic or any type of company involved in credit repair activity
   h. Dating service
   i. Financial counseling (except specific housing counseling agencies outlined separately)
   j. Genealogical or heir research firm
   k. Judgement recovery entities (other than bona fide third party collection agencies)
   l. Massage service
   m. Company that locates missing children
   n. Pawn shop
   o. Private detectives, detective agencies or investigative companies
   p. Individual seeking information for their private use (individual landlords requirements will be addressed in separate agreement)
   q. Company that handles third party repossession
   r. Company or individual involved in spiritual counseling
   s. Subscriptions (magazines, book clubs, record clubs, etc.)
   t. Tattoo service
   u. Insurance Claims

9. **On-site Visual Inspection.** An on-site inspection is required, at End-User's expense, to be completed for each location that has access to EVS Information, and for any subsequently added locations. The on-site inspection must determine that the location meets the required Equifax inspection guidelines to be provided access to EVS Information.

10. **Private Residence.** Subscriber/End-User must advise CRA if they are a business operating from a Private Residence and must adhere to separate agreement if operating from a Private Residence and must have an on-site visual inspection scheduled and completed at residence. This includes individuals accessing information from a residence.

11. **Obligations for Employment Verifications.** Information obtained for Employment Verifications may include salary information, and should be disclosed to and authorized by the consumer for each ordering of a consumer report, regardless of whether such information is requested by the End-user or provided to End-User.

12. **Consumer Notices.** Provide consumers Notice(s) of consumer rights as required by the CFPB, Federal, State and Locality, for employment purposes, or associated with Identity theft found on the web at: http://www.consumerfinance.gov/learnmore/.

13. **Term and Termination.** This Equifax Workforce Solutions Addendum will begin on the date signed and continue until any party provides ten (10) days prior written notice of termination of the Addendum to the parties. Such written notice of termination shall be effective regardless of any pricing commitments the parties may have entered into during the term of this Addendum.

14. **Proper disposal of consumer information** on any medium, including but not limited to: computer equipment, paper and electronic, or any other method of data storage and access, must take reasonable measures to protect against unauthorized access or use of the information in connection with its disposal. Examples include, but are not limited to: pulverizing, shredding, or electronically destroying consistent with industry practices such as certification of destruction.

15. **Data Security.** If End-User accesses consumer data via any other method than Pre-employ.com Client Portal, then in addition to Security and Consumer Data Protection items listed within the Master Services and or End-User Agreement, End-user shall implement password protected screensavers with a maximum (15) minute timeout to protect unattended workstations.

16. **Subscriber/End-User Permissible Purpose document retention** requires at least five (5) years after the date of the request for Equifax data.

17. **Indemnification of EVS.** In addition to the indemnification promises made in the Master Services End-User Agreement, each party shall indemnify and hold harmless EVS/Equifax from and against any and all liabilities, acts, omissions, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorneys' fees and costs of litigations), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional misconduct on behalf of either party.

18. **Execution.** End-User understands that it will not be eligible to receive information from Equifax Workforce Solutions until it executes this Addendum, as required by Equifax Workforce Solutions.

Full Force and Effect. Except as specifically stated in this Addendum, the Master Services End-User Agreement and other addenda thereto are not modified, revoked or superseded and remain in full force and effect.

In the event that either or both parties execute this agreement in electronic signature format, the signing party agrees that by entering your electronic signature below, you are (a) agreeing to use an electronic signature to demonstrate your authorization, and (b) acknowledging your understanding that it is as legally binding as an ink signature.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date first set forth above. By signing below all parties state that they understand and have direct knowledge of all facts and certify as such.

END-USER/SUBCRIBER NAME

County Of Williamson

(Must be executed by Owner or Authorized Officer of the Company/End-User)

Signature_____

Printed_____

Title_____

Date_____

PRE-EMPLOY.COM, INC.

Signature_____

Printed_____

Title 8/27/20

Date CCO

Physical Address:
301 SE Inner Loop Suite 108
Georgetown, TX 78626

Exhibit A-2 to CRA Qualified Subscriber Terms and Conditions
State Compliance Matters
Vermont Fair Credit Reporting Contract Certification

The undersigned, County Of Williamson ("Subscriber"), acknowledges that it subscribes to receive various information services from TALX Corporation, a provider of Equifax Verification Solutions ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of EVS information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from EVS.

Subscriber:_____ (please print)

Signed By:_____

Printed Name:_____

Title:_____

Account Number: 46993

Date:_____

I. **Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name:_____

Title:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

E-Mail Address:_____

Phone:_____ Fax:_____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Pre employ

EXHIBIT 1B
STATEMENT OF WORK NO. 1 - CHARGES

Pre-employ.com, Inc. ("Pre-employ") will provide services at the charge(s) indicated, however important limitations and pricing exclusions are listed in Section 3 – Classifications, Court Fees, and Adjustment Fees.

End-User has selected the Package Background Screening Services identified in Section 1 below.

A la carte searches listed in Section 2 are available to request, but some may be subject to providing additional information and/or contractual requirements prior to ordering. You may contact Client Services at 800-300-1821 to determine requirements at any time.

Notice: the charges in Section 1 & 2 are Pre-employ charges and are not inclusive of fees levied by governmental agencies or independent providers, administrative fees, court fees and adjustment fees. Classification parameters listed in Section 3 provides detail information on fees. Be aware for each search type you could have additional fees per each name and or address searched. Please review Section 3 for full detail.

SECTION 1 – PACKAGE(S)

Package Name	Package Background Screening Services Selected by End-User	Package Charge:
Package A	County Criminal (All Names/All Counties validated by SSN Address Locator Search Tool), National Sex Offender, Motor Vehicle Report	$32.95
Yearly MVR Uploads	Motor Vehicle Report batch uploads	$3.95 ea.
Monthly OIG Uploads	OIG/GSA Uploads	$1.95 ea.
A la carte	OIG/GSA Previous Employment Verification	$1.95 $8.95
Drug Testing	Cotinine Nicotine DOT Drug Test 10 Panel	$33.75 $33.95

SECTION 2 – A LA CARTE SEARCHES

FCRA re-verification Fees starting at $6.95**

Search Type:	Search Charge:
Social Security Address Locator Tool	$0.40
SSA Verification	$10.95
County Civil**	$13.95
County Criminal **	$9.95
Credit Report	$8.95
FACIS 1M** – Fed/State (295 Authorities including: OIG, GSA/SAM, OFAC, Tricare/DHA, State Medicaid Exclusions, Medicare/Medicaid Opt-Out Lists, State Contractor Disqualification/Debarment Lists	$2.95
FACIS 3** (Over 2,000 Authorities including: All sources of FACIS 1M plus any regulatory body that regulates the licensing, registration or certification of any person or business engaged in the delivery of health care goods and services*	$9.95
Federal Civil **	$13.95
Federal Criminal **	$9.95
I-9 Verification	$1.95
Incarceration/Arrest Historical** *(plus fees when court records located)*	$6.95
International Criminal Search (plus fees)	$24.95
International Degree Verification (plus fees)	$24.95
International Employment Verification (plus fees)	$24.95
International Professional License (plus fees)	$24.95

Search Type:	Search Charge:
International Reference Verification (plus fees)	$24.95
Motor Vehicle Record (plus fees)	$3.95
National Sex Offender	$2.50
Nationwide Wants &Warrants	$9.95
OIG/GSA (per name)	$1.95
Standard Statewide (plus fees)	$6.50
US Criminal File Search**	$2.95
D.O.T. (employment only) (plus fees)	$8.95
Verification – Education (plus fees)	$8.95
Verification – License (plus fees)	$8.95
Verification – Employment (plus fees)	$8.95
Verification - References	$8.95
Adverse Action Service	Included
FCRA re-verification Fees**	$6.95

Monitoring:	Search Charge Per Person / Per Month
Incarceration/Arrest Monitoring (price is per person per month) (plus fees)	$2.50
FACIS 1M** – Fed/State Monthly Monitoring (295 Authorities including: OIG, GSA/SAM, OFAC, Tricare/DHA, State Medicaid Exclusions, Medicare/Medicaid Opt-Out Lists, State Contractor Disqualification/Debarment Lists (price is per person per month) (plus reverification fees)	$2.10

Drug Testing (In Network Pricing):	Search Charge:
Urine: **5** Panel	$29.95
Urine: **7** Panel	$29.95
Urine: **9** Panel	$29.95
Urine: **10** Panel	$29.95
Breath Alcohol Test	$85.95

One Time Fees:	Price:
Business Credentialing Inspection Fee	$75.00

Grading:	Price:
Included in Package? (Y or N)	
Cost Per Grade	$2.00

SECTION 3 – CLASSIFICATIONS, COURT FEES, AND ADJUSTMENT FEES.

CLASSIFICATION

PACKAGES (Section 1) Pre-employ will search as indicated within the package for **criminal records**. Below are examples of the optional Classifications:

NAMES:

One Provided Name (case name)

All Provided Names (case name plus supplied)

All Provided Names Plus Best Names Located (case name plus supplied and found through investigation)

COUNTIES:

One Provided County

All Provided Counties

All Provided Counties Plus Best Counties Located

Names and/or Counties that exceed package criteria, will be added at A La Carte Rates.

A LA CARTE (Section 2) Pricing reflects the rate charged for searching for provided name for that search, in one state, or county or federal jurisdiction.

REVERIFICATION

**Consistent with industry best practices, all records found in large databases, including but not limited to "U.S. Criminal" database, will be re-verified at $6.95. The End-User will be separately charged for each such verification at the rate shown.

PLUS FEES: COURT FEES AND ADJUSTMENT FEES

Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to End-User in addition to the fees charged by Pre-employ.com. Such fees include case copies associated with records found, administrative fees, and/or third-party fees. Additional fees may also include, but are not limited to mailing fees, integration fees with provider, notary fees, certified mail fees, certified check fees, court record printing fees, court record printing and certification fees and fees charged by private investigators or state required licensed professionals.

Unless otherwise noted on this Exhibit, End-User is responsible for payment of these fees. End-User understands that due to the nature of services that adjustments to the costs and fees may be necessary.

All services listed in this Exhibit will be invoiced monthly and due upon receipt unless otherwise listed in the Master Services Addendum, and payment terms listed in Master Services Agreement (incorporated herein by reference) shall apply where appropriate. In the event of a conflict between this document and the Master Service Agreement, this agreement shall govern. Terms of purchases orders submitted by a customer have no application to any screening services provided by Pre-employ.

In the event that either or both parties execute this agreement in electronic signature format, the signing party agrees that by entering your electronic signature below, you are (a) agreeing to use an electronic signature to demonstrate your authorization, and (b) acknowledging your understanding that it is as legally binding as an ink signature.

County Of Williamson	**PRE-EMPLOY.COM, INC.**
Signature_____	Signature [signature]
Printed_____	Printed [signature]
Title_____	Title CCO
Date_____	Date 8/27/20

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APPENDIX A

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

    - a person has taken adverse action against you because of information in your credit report;
    - you are the victim of identity theft and place a fraud alert in your file;
    - your file contains inaccurate information as a result of fraud;
    - you are on public assistance;
    - you are unemployed but expect to apply for employment within 60 days.

    In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

  CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

  You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

  As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

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APPENDIX B

NOTICE OF USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and

certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed.

Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at www.consumerfinance.gov/learnmore.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
(1) the identify of all end-users;
(2) certifications from all users of each purpose for which reports will be used; and
(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c-A
Section 605B	15 U.S.C. 1681c-B
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k

Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

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APPENDIX C

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).
If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances.
Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681c-A	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-B	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

   - Equifax: 1-800-525-6285; www.equifax.com
   - Experian: 1-888-397-3742; www.experian.com
   - TransUnion: 1-800-680-7289; www.transunion.com

   An initial fraud alert stays in your file for at least one year. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.consumerfinance.gov/learnmore.

2. **You have the right to free copies of the information in your file (your "file disclosure").** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also

have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.

4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.

5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

   CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

   You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely

approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

Johnny Grimaldo

From: Rebecca Clemons
Sent: Tuesday, August 25, 2020 2:00 PM
To: Johnny Grimaldo
Subject: RE: three quotes

We would like to stay with pre employ. We know they provide good customer service and have a pretty quick turnaround, as well as competitive pricing. We are all set up with them already so the ease of use is there. Our team is already tasked additionally during COVID and we believe that switching vendors for a crucial process like pre hire may cause a hardship on our team and other departments.
Please let me know what else you need from me.

Thanks,
Rebecca Clemons
Senior Director of Human Resources
Williamson County
100 Wilco Way Suite HR101
Georgetown, Tx 78626
(512) 943 - 1534
rclemons@wilco.org

From: Johnny Grimaldo <johnny.grimaldo@wilco.org>
Sent: Monday, August 24, 2020 3:40 PM
To: Rebecca Clemons <rclemons@wilco.org>
Subject: RE: three quotes

Hello!
Yes, send the quotes and an official recommendation letter from you…..or quotes with a recommendation in your email, we will accept either or.

Thank you!

Sincerely,

Johnny S. Grimaldo, CPPB, CPC
Purchasing Specialist III
Williamson County
100 Wilco Way, Suite P101
Georgetown, TX 78626
512-943-1553

CONFIDENTIALITY NOTICE: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without my prior written permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify me immediately by return e-mail and delete the original message and any copies of it from your computer system.

From: Rebecca Clemons <rclemons@wilco.org>
Sent: Monday, August 24, 2020 3:18 PM
To: Johnny Grimaldo <johnny.grimaldo@wilco.org>
Subject: three quotes

I have our three quotes now. I know you mentioned some sort of email showing how we chose one. Do we chose the rankings? The prices vary, but I do factor in ease of use and that we are happy with our current vendor.

Thanks,
Rebecca Clemons
Senior Director of Human Resources
Williamson County
100 Wilco Way Suite HR101
Georgetown, Tx 78626
(512) 943 - 1534
rclemons@wilco.org

Commissioners Court - Regular Session **22.**

Meeting Date: 09/15/2020

Sharp Copier PCT 4

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 the lease of one (1) Sharp MX-M5071 copier to support the operations of Williamson County Commissioner, Precinct 4, in the amount of $116.31 per month per the terms of DIR Contract #DIR-CPO-4433.

Background

This item is for the approval of a 48-month lease for a Sharp MX -M5071 copier for Commissioner of Precinct 4. The lease will be a cost of $116.31 (includes 2,000 copies/mo; overages at $0.0073 each) per month effective 10/01/2020. The cost includes delivery, installation, parts, labor and toner. Department contact will be Kelley Hammeren. The expenditure will be charged to 01.0100.0214.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Copier Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:32 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:47 AM
Form Started By: Laura Zavala		Started On: 09/08/2020 11:32 AM
Final Approval Date: 09/10/2020		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/01/20
Quote No: WC CPct4 01	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Commissioner Pct. #4	Williamson County Commissioner Pct. #4
3001 Joe Dimaggio Blvd., Unit 1300	3001 Joe Dimaggio Blvd., Unit 1300
Round Rock, TX 78665	Round Rock, TX 78665

Contact Name	Kelley Hammeren	Phone:	
		E-Mail:	Kelley.Hammeren@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		Installing Dealer:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY	Price/ Mo.	Total/ Mo.
1	**Sharp MX-M5071; 50 ppm Networked B&W Digital Copier/Printer w/ (1) 550 Sheet Paper Drawer** MX-DE25N; Stand with (1) addt'l 550 Sheet Paper Drawer MX-TU16; Center Exit Tray MX-FX-15; Fax Kit	1	$116.31	$116.31
	Full Service: Includes 2,000 copies/mo.; Overages @ $0.0073 ea.			
	Includes: Delivery, Installation, Training, Parts, Labor, and Toner.			
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$116.31**

P.O. # _____

Date: _____

Ship To:
Williamson County
Commissioner Pct. #4
3001 Joe Dimaggio Blvd., Unit 1300
Round Rock, TX 78665

Invoice To:
Williamson County
Commissioner Pct. #4
3001 Joe Dimaggio Blvd., Unit 1300
Round Rock, TX 78665

TO: Sharp Electronics Corporation
C/O Sharp Business Systems
100 Paragon Drive Box Q
Montvale, NJ 07645

Requested By: Hammeren, Kelley
512.943.1312

Description	Price	Per	Amount
Sharp MX-M5071	1.00	1,395.72	1,395.72

MX-DE25N, MX-TU16, MX-FX15
From 10/01/20 To 09/30/21
$116.31 per mo.
Includes 2,000 Copies per month
Overages @ $0.0073 ea.

48 Month DIR-CPO-4433 Lease

Includes:
Delivery, Installation, Training, Professional Services,
Parts, Labor, and Toner.

Notes to Supplier:

Total 1,395.72

Authorized By:

Williamson County Commissioner Pct #4

FY 19-20		
Present (Monthly)		
SHARP MX-M465N	$	149.59

FY 19-20 $1,795.08 ($116.31 X 12)

FY 20-21		
Proposed (Monthly)		
SHARP MX-M5071	$	116.31

FY 20-21 $1,395.72 ($116.31 X 12) (Effective 10/01/20)

Commissioners Court - Regular Session **23.**

Meeting Date: 09/15/2020

Animal Shelter Petsmart Adoption Site Agreement

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 agreement between PetSmart Charities, Inc. and Williamson County for the use of PetSmart locations as an adoption site, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. There is no cost associated with this contract, however, PetSmart Charities may make donations to WCRAS. Legal and Contract Audit have both reviewed the agreement. Department contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PetSmart Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:19 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:23 AM
Form Started By: Erica Smith		Started On: 08/25/2020 01:17 PM
Final Approval Date: 09/10/2020		

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Adoption Partner Agreement

This Adoption Partner Agreement ("Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Williamson County, whose address is 710 S Main St, Georgetown TX 78626 ("Adoption Partner").

Section 1 – PetSmart Charities Adoption Program

A. Adoption Program. Charities agrees to permit Adoption Partner to participate in the Charities' adoption program ("Adoption Program") located at one or more PetSmart Charities Adoption Centers or other space at PetSmart retail stores, or in the case of special events, locations specified by Charities ("Adoption Center"). The Adoption Program's sole purpose is to help facilitate and provide a location to facilitate adoptions of dogs, cats, or other pets ("Pets"). Adoption Partner acknowledges that in addition to its organization, other adoption agencies may also be permitted by Charities to hold adoptions at the same time and location as the Adoption Partner.

B. Adoption Policies. In addition to the terms and conditions contained in this Agreement, Adoption Partner acknowledges that it has received, and agrees that it and its employees and volunteers will comply with, any additional policies, procedures and/or manuals (collectively the "Policies") as provided to Adoption Partner by Charities and/or PetSmart, Inc. ("PetSmart"), including any future changes to those policies, procedures and/or manuals. Charities reserves the right to amend such adoption policies in its sole and absolute discretion and will take reasonable steps to notify Adoption Partner of any changes.

C. Adoption Process. Subject to this Agreement and applicable law, Adoption Partner will use its own adoption policies and procedures when offering Pets for adoption, and will make the final decision in the adoption of a Pet. Adoption Partner shall retain ownership of each Pet until the adoption process for such Pet is complete. Adoption Partner will require an adoption release form or other similar document specified by Charities to be signed by the adopting party.

D. Adoption Assistance. If mutually agreed upon by Adoption Partner, Charities, and PetSmart, Charities may, through its relationship with PetSmart, facilitate use of PetSmart employees to support the Adoption Center, which may include conducting adoptions, providing care for Pets, and maintaining the facilities. In such event, Adoption Partner hereby authorizes Charities and/or PetSmart to carry out those activities agreed upon and to provide all reasonably necessary training on Adoption Partner's practices, policies, and procedures.

E. Adoption Center. Adoption Partner shall have the use of the Adoption Center free of rent or costs. The Parties will mutually agree upon one or more Adoption Center locations and the date Adoption Partner will begin use of each Adoption Center. Additional locations may be added from time to time as deemed necessary by both Parties. Additional locations and/or change of locations can be accomplished upon written request by Adoption Partner and written approval of such request by Charities in its sole and absolute discretion.

F. Damage to Adoption Center. Adoption Partner will be responsible for any damage to the Adoption Center or related equipment caused by Adoption Partner, its staff, volunteers, Pets, or any other person or animal acting on or under Adoption Partner's direction or control. Adoption Partner will, at its sole expense, maintain the Adoption Center in a clean, sanitary and orderly fashion and take preventative action to minimize the spread of communicable diseases among Pets. Adoption Partner is responsible for ensuring that the area is clean, fully sanitized and disinfected prior to departure.

G. Adoption Rewards. Charities may elect to provide certain monetary grants in conjunction with the Adoption Program ("Rewards"). Charities, in its sole and absolute discretion may determine the election, amount, modification, or termination of Rewards. Adoption Partner agrees to use such Rewards in the furtherance of its charitable purpose, specifically its Pet adoption program, or if permitted by Charities, other charitable purposes advancing animal welfare. Adoption Partner may not use Rewards for lobbying or political activities, or any purpose not permitted by the Code.

H. Adoption Center Supplies. Charites may elect to provide products or pet food (collectively "Product") for use by Adoption Partner solely for the operation of the Adoption Center. Charities, in its sole and absolute discretion may determine the

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election, modification, or termination of Product. Adoption Partner understands and agrees that Product is provided in "as-is" condition and that Charities and PetSmart make NO WARRANTY, COVENANT OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION, THEIR DESIGN OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (EXCEPT CHARITIES WARRANTS IT HAS GOOD TITLE TO THE PRODUCT AND CAN TRANSFER GOOD TITLE TO ADOPTION PARTNER). CHARITIES SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED OR INCURRED BY ADOPTION PARTNER OR A THIRD PARTY AS A RESULT OF THE USE, OR CONSUMPTION OF THE PRODUCT. Adoption Partner waives any and all claims against and releases Charities or PetSmart from all liability associated with the use or consumption of the Product. Adoption Partner further understands and agrees that the U.S. Food and Drug Administration ("FDA") regulations specify that protein derived from mammalian tissues is not to be used in ruminant feed and that the feeding of any pet food included with any Product to cattle or other ruminant animals is expressly prohibited by federal regulations.

I. Reporting. Adoption Partner is required to submit the impact report(s) related to the Adoption Program specified by Charities along with any other information reasonably requested by Charities.

J. Pet Eligibility. Except as specified in the Policies, all Pets must be spayed or neutered, and evaluated and deemed to be healthy, safe for interaction, adoptable, and in compliance with any applicable laws and regulations prior to placement in the Adoption Program. Pets showing or previously having shown any signs of aggression are strictly prohibited from the Adoption Program. Adoption Partner will isolate Pets at the first sign of illness or aggression and remove such Pets immediately from the Adoption Center and PetSmart premises.

K. Request for Removal of Pet. Charities or its designee may require Adoption Partner to immediately remove any Pet from the Adoption Center or PetSmart premises as may be reasonably necessary to comply with Charities' Adoption Policies, operate the Adoption Program, ensure the safety or well-being of any Pet or person, or comply with any applicable law or regulation, in Charites' sole discretion.

L. Employees and/or Volunteers. Adoption Partner agrees that Adoption Partner's employees who are working or facilitating adoptions in the Adoption Program must be at least 18 years old. Adoption Partner's volunteers must be at least 14 years old and properly supervised by the Adoption Partner. Volunteers under the age of 18 must always be accompanied and supervised by an adult. Adoption Partner and its employees and volunteers must always maintain a clean, neat and professional appearance, and conduct themselves in a professional and courteous manner. Adoption Partner shall only permit its employees and volunteers to participate in the Adoption Program.

M. Agreement. Adoption Partner agrees to require all employees and volunteers working on behalf of Adoption Partner in conjunction with the Adoption Program to sign an agreement with Adoption Partner acknowledging that they are aware of and agree to comply with all policies, procedures and/manuals, including this Adoption Partner Agreement, and agreeing to waive all claims and liability against Charities and PetSmart resulting from participation in the Adoption Program.

N. Potential Removal. In the event Charities or PetSmart has any objection to any Adoption Partner employee or volunteer, Charities or PetSmart shall have the right to require Adoption Partner to commence appropriate procedures to remedy the basis of any such objection. Upon reasonable request, PetSmart or Charities, in its sole discretion, may require the removal of the employee or volunteer from the Adoption Center or any other designated areas.

O. Prohibited Conduct. Adoption Partner, its employees, volunteers or agents, may not, directly or indirectly during or after the term of this Agreement:

1. Sell, gift or generally compete with any of the products and/or services sold by PetSmart (such as grooming, pet training and veterinary services) while in the Adoption Center or on PetSmart premises.
2. Conduct fundraising activities while in the Adoption Center or on PetSmart premises, including directly soliciting donations; except Adoption Partner is welcome to collect donations through use of a donation collection canister located where adoptions are being performed.
3. Interfere in any way with the conduct of the business of PetSmart, Charities or any customer, tenant or occupant of the PetSmart store or shopping center at any time.
4. Allow any person or other organization to use its Adoption Group Number as assigned by Charities, its tax identification number, or participate in the Adoption Program using its name or identity.

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5. Make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) or disparage any of the following: Charities, PetSmart, Banfield Pet Hospital, or any customer, tenant or occupant of the PetSmart store or shopping center; PetSmart or Charities product, service, employee, representative, volunteer or agent; or the activities or reputations of any other organization participating in the Adoption Program.

Section 2 – General Provisions

A. Adoption Partner represents to Charities, as of the date of this Agreement and at all times during the term, that:
   1. Adoption Partner is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use any Rewards exclusively for public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use any Rewards exclusively for public purposes.
   2. Adoption Partner holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Adoption Partner's mission.
   3. Adoption Partner is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
   4. Adoption Partner is not on any federal terrorism "watch list" and any Rewards will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
   5. Adoption Partner agrees that all representations or statements made by Adoption Partner in any application or any related communications from or on behalf of Adoption Partner are true and accurate in all material respects. Adoption Partner will notify Charities promptly in writing of any changes in such representations or statements.

B. Adoption Partner agrees to maintain adequate books and records and other financial documents showing compliance with this Agreement. During the term of the Agreement and for two years afterwards, Charities may audit or review Adoption Partner's books and records to confirm Adoption Partner's compliance with the terms of the Agreement. Any such request will be made with at least ten (10) business days' prior notice and during normal business hours. Following any such request, Adoption Partner will provide Charities with the requested records and will fully cooperate with Charities. During any such audit or review, Charities may, in its sole discretion, suspend participation in the Adoption Program and withhold any unpaid Rewards pending the outcome of the audit or review. Adoption Partner expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Adoption Partner related to performance under this Agreement. Adoption Partner agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Agreement. In addition, Adoption Partner agrees to retain and make available all records for Pet licensing and registration, adoptions and adopter information, adoption policies and procedures, as well as any other records required by law related to any Pet or operation of the Adoption Center.

C. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Adoption Partner are each independent entities and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, volunteers, and representatives and during and after the term of the Agreement.

D. Adoption Partner shall defend, indemnify and hold harmless Charities including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Adoption Partner's: breach of this Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Rewards; participation in the Adoption Program, including injury or damage caused by or involving Adoption Partner's Pets; possession, storage, use, consumption and disposal of any Product; employment and/or worker compensation claims; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Adoption Partner is a governmental entity and as such, is prohibited by law from indemnifying Charities.

E. Adoption Partner agrees that it will not discriminate by reason of race, color, creed, religion, national original, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.

F. Adoption Partner agrees that it will acknowledge Charities' support in any promotional materials, including websites and social media platforms. Adoption Partner must obtain prior written approval by Charities and will provide Charities at

DocuSign Envelope ID: CB7B34B2-2993-43C1-B17D-2C838332FD38

least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Adoption Partner use of its logo, such use is a limited, non-exclusive, revocable right to use. Adoption Partner may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Adoption Partner will not use either Charities' name or logo in a negative light or critical manner. Any right given to Adoption Partner for the use of Charities name or logo may not be transferred, assigned or sublicensed.

G. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Adoption Partner's name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Adoption Partner's name or logo in a negative light or critical manner. Charities' use of Adoption Partner's name or logo will be used only to support or further Charities' mission.

H. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.

I. This Agreement shall remain in full force and effect until terminated by either Party as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Agreement upon written notice to Adoption Partner if Charities determines, in its sole discretion, that Adoption Partner: has breached any term of this Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. If Charities terminates this Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future Rewards; or revoke any Rewards not used in accordance with this Agreement and require that all previously provided Rewards be returned.

J. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Adoption Partner and is fully executed. Charities and Adoption Partner each represent that the individuals signing are duly authorized to execute this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

K. 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.

L. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

[Signature Page Follows.]

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Adoption Partner Agreement, all effective as of the last date written below.

"CHARITIES"
PetSmart Charities, Inc.

Signature: DocuSigned by: Steven Kaufman 13A1546B56E64F1...

Name: Steven Kaufman

Title: Sr. Manager, Adoption Initiatives

Date: 8/28/2020

"ADOPTION PARTNER"
Williamson County

Signature: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **24.**

Meeting Date: 09/15/2020

Advertisement Approval T1705 Animal Shelter Vet Equipment

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Animal Shelter Veterinary Equipment under RFP #T1705.

Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. The WCRAS would like to expand their ability to diagnose, treat and manage medical cases within the shelter. This will help to reduce outsourcing and provide care in a more timely manner. The RFP requests proposals for a digital radiology machine, a chemistry analyzer and a hematology analyzer. RFP is for a one-time purchase of this equipment along with any necessary supplies, training and maintenance costs. Funding source for this expenditure is 396P. Department contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:02 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:09 AM
Form Started By: Erica Smith		Started On: 09/08/2020 04:48 PM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **25.**

Meeting Date: 09/15/2020

Annual Asset Inventory agreement w/RCI

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Services Contract for Fixed Asset Management Program and Software (BuyBoard Contract #579-19) between Williamson County and RCI Technologies, Inc. for the amount of $48,000.00 and authorizing execution of the contract.

Background

RCI has conducted the annual Fixed Asset inventory for Williamson County since 2018. This proposal includes an update of on-site inventory of capital assets, cost research and delivery of a functional database. This includes placing a bar code label on each item which has been added since the February 2020 inventory. Each item will be recorded as an individual record, citing description, manufacturer, model, serial number, bar code number, old tag number (if tied to a viable database), building and room location. Funding was approved for the FY21 budget in line item 01.0100.0494.004100. Inventory will be scheduled for Spring 2021 to allow for reporting by July 1, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RCI Agreement - FY21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:23 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:27 AM
Form Started By: Randy Barker		Started On: 09/02/2020 12:53 PM
Final Approval Date: 09/10/2020		

September 2, 2020

Randy Barker
Williamson County
710 Main Street
Georgetown, TX 78626

SCAN AND TAG UPDATE
FIXED ASSET MANAGEMENT PROGRAM

Dear Mr. Barker,

RCI offers an Annual Update for our Fixed Asset Management Program (FAMP).

SCAN AND TAG UPDATE

RCI will send a team of specialists to your facilities and place bar codes on all items with a value of $500.00 or more that do not have an existing bar code tag. We will record the new bar coded information (bar code number, description, manufacturer, model, serial number, location, etc.) and enter it into the Fixed Asset Management Program. Our specialists will scan all new and previously bar coded items. This scanned information will be up-loaded into our software, which compares the existing database to the newly scanned data. This allows the system to identify items that were not found during the inventory and/or were not properly entered into the database.

As we proceed through the annual update, the project coordinator will conduct an on-going daily reconciliation to locate items initially showing up as "items not scanned." This effort will reduce the majority of "common-sense" omissions caused by locked doors, items missed in the scanning process, etc. We include the RCI reconciliation in your pricing proposal and it will reduce the number of assets that will require additional research upon completion of the project. Please note that remaining items in the "items not scanned" report will need to be researched by your staff.

Sincerely,

Linda LaField

Linda LaField
Account Manager

ACCEPTANCE OF FIXED ASSET ANNUAL UPDATE

WILLIAMSON COUNTY

GEORGETOWN, TX

PROPOSAL DATED: SEPTEMBER 2, 2020

BUYBOARD CONTRACT NO. 579-19

The cost of the annual update will be as follows:

[ ] Scan and Tag Update @ $48,000.00

RCI will require a payment of $33,600.00 at the end of the on-site portion of the project with the remainder due upon the delivery of the updated software program.

Organization Name Williamson County State TX

Your Name _____ Title _____

Acceptance Signature _____ Date _____

Phone Number (512) 943-1555 Purchase Order # _____

E-mail Address randy.barker@wilco.org

BuyBoard Cooperative Purchasing

Contract No. 579-19

Technology Equipment, Products, Services and Software

1/1/19 – 12/31/2020

Submitted by Records Consultants, Inc.
12829 Wetmore Road, San Antonio, Texas 78247 **(877) 363-4127**
Fax (877) 366-0776

Commissioners Court - Regular Session **26.**

Meeting Date: 09/15/2020

Operation Liberty Hill Lease extension

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Commercial Property Lease Extension Agreement between Williamson County and Operation Liberty Hill, Inc. relating to the commercial property designated as 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less) whereby the Commercial Lease between the parties will be extended for an additional term from November 1, 2020 to October 31, 2025, as provided and authorized in the said lease.

Background

This is the final lease extension for Operation Liberty Hill. The point of contact is Kathy Pierce. The revenue line for this lease is 01.0100.0000.362000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Operation Liberty Hill lease extension

Operation Liberty Hill lease

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:34 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:49 AM
Form Started By: Dianne West		Started On: 09/08/2020 02:40 PM
Final Approval Date: 09/10/2020		

COMMERCIAL PROPERTY LEASE EXTENSION AGREEMENT

Effective Date: November 1, 2020

Lessor: Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626

Lessee: Operation Liberty Hill, Inc.
P.O. Box 1081
Liberty Hill, Texas 78642

Commercial Lease Subject of this Commercial Property Lease Extension Agreement:

Commercial Lease Agreement dated effective as of July 22, 2015 by and between Williamson County, Texas, as Lessor, and the Operation Liberty Hill, Inc., as Lessee, ("Lease"), wherein Lessor agreed to lease the commercial property designated as 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less) ("Leased Premises"), to Lessee for the purposes described therein.

Agreement to Extend Commercial Lease:

As authorized by the Lease, the Lessor and Lessee hereby agree to extend the Lease for an additional five (5) years beginning November 1, 2020 and ending on October 31, 2025 ("Extension Term").

Amendment of Commercial Lease Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants, or conditions of the Lease contradict or conflict with the terms of this Commercial Lease Extension Agreement, the terms of this Commercial Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Lease shall remain in full force and effect during the Extension Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

LESSOR:

COUNTY OF WILLIAMSON

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

LESSEE:

OPERATION LIBERTY HILL, INC.

By: Susan Baker

Printed Name: Susan Baker

Representative Capacity: Executive Director

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Operation Liberty Hill, Inc.**, a Texas non-profit corporation, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial property: That certain property designated as 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less) and is further depicted by the overhead image set out in **Exhibit "A"**, which is attached hereto and incorporated herein (the "Leased Premises").

1. **TERMS OF LEASE.**

A. **Initial Term.** The initial term of this Lease shall be a period of Five (5) years, commencing on November 1, 2015 ("Commencement Date"), and ending at midnight on October 31, 2020 (the "Initial Term").

B. **Extension Term.** On or before the termination date of the Initial Lease Term, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for an additional Five (5) year term as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of this Lease shall apply to such Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Ten (10) years.

2. **RENTAL.**

A. Rental for Initial Term. In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **$100.00** as rent for the Leased Premises, plus **$1,174.00*** as additional rent for Lessee's One-Twelfth (1/12) payment of the estimated annual real property taxes for the Leased Premises, as set forth below. Payment of said amounts shall be made to Williamson County, Texas in care of: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

***In the event that Lessee performs alterations and improvements to the Leased**

Premises during the time period prior to the Commencement Date of the Initial Term (see Paragraph 5.A. below) and real property taxes are assessed against the Leased Premises during such time period, Lessee shall, upon thirty (30) day's notice, pay Lessor for all such property taxes. However, should Lessee obtain property tax exemption status during the aforementioned period and no property taxes are assessed against the Leased Premises, Lessee shall not be required to pay the above-mentioned property taxes as additional rent.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of the Extension Term, if any, (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 rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the most recently published index number prior to the last month 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. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. **NOT USED.**

4. **TAXES.**

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises,

provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be Lessee's share of all costs in contesting, rendering and otherwise adjusting the Taxes.

1. **Payment of Taxes to Lessor:** On the First (1st) day of each month during the Initial Term and any Extension Term, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated one-twelfth (1/12) monthly Tax payment for the first year of the Initial Term is set forth above in Section 2 (A.).

2. **Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st of the Initial Term or any Extension Term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.

    a. If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current year, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
    b. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs.
    c. Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.

3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental

charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

4. **Adjustment to Taxes; Contest of Taxes:**

a. Lessee may, at its or their sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as among all lessees who participated in the contest) of all court costs, interests, penalties and other liabilities relating to such proceedings.

b. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. **Taxes Levied Prior to Commencement Date of Initial Term:** In the event that Lessee performs alterations and improvements to the Leased Premises during the time period prior to the Commencement Date of the Initial Term, as allowed pursuant to Paragraph 5.A. below, and real property taxes are assessed against the Leased Premises for such time period, Lessee shall, upon thirty (30) day's notice, pay Lessor for all such property taxes. Such property taxes will be deemed additional rent and non-payment of same by Lessee shall constitute a breach of this Lease.

6. **Property Tax Exempt Status:** Lessee intends to submit an application and other documentation in order to seek property tax exempt status. In the event that Lessee obtains property tax exemption status during any

time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

5. **ALTERATIONS, IMPROVEMENTS AND UTILITIES.**

A. Alterations and Improvements by Lessee. Immediately following the complete execution of this Lease and prior to the Commencement Date of the Initial Term and at any time during the Initial Term or any Extension Term, Lessor agrees that Lessee may make any exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises at Lessee's option, sole expense and without cost to Lessor; provided, however, Lessee shall comply with the requirements set forth below in sections (i) through (v) below:

i. All work shall be completed in a lien-free manner; at a time and in a manner that does not unreasonably interfere with adjacent property owners; and in compliance with all applicable laws, ordinances, fire codes and regulations. Lessee shall, at Lessee's expense, make any alterations or improvements to the Leased Premises that may be required, as set forth elsewhere in this Lease, in order to comply with ADA or other laws and which are necessitated by, or trigger as a result of, any alterations or improvements made by Lessee to the Leased Premises.

ii. Lessee shall submit to Lessor, at least thirty (30) days prior to the anticipated construction commencement date, copies of detailed working drawings, plans and specifications prepared for or on behalf of Lessee.

iii. Any alterations or improvements which would affect any of the structural or load bearing elements of buildings on the Leased Premises, including the load bearing walls, foundation and structural supports; or increase the area of the Leased Premises by horizontal or vertical expansion, shall require the written approval of Lessor before the commencement of construction. Lessor shall have twenty (20) days after the detailed working drawings, plans and specifications have been submitted to Lessor within which to object or accept the proposed alterations or improvements. Any changes or corrections required by Lessor will be submitted to Lessee within the twenty (20) day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) day period, Lessor will be deemed to have accepted Lessee's proposed alterations or improvements. Any changes or corrections required by Lessor must be made and plans resubmitted to Lessor within twenty (20) days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) days shall constitute Lessor's approval of the changes. However, notwithstanding any other provision to

the contrary in this Lease, Lessee shall have the right to install in and on the Leased Premises (on its roof or wherever Lessee deems appropriate) any equipment without the prior written approval of Lessor so long as the installation of any such equipment is not in violation of any local or federal laws or regulations.

iv. Lessee shall, prior to commencement of construction and at all times until completion of construction, maintain and furnish to Lessor or cause Lessee's construction contractor to maintain and furnish proof of insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Lessor.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$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

e. Property damage	PER PERSON	PER OCCURRENCE
	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

All policies provided by the Lessee must provide as follows:

a. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the Lessor;
b. the insurance shall be deemed primary with respect to any insurance or self insurance carried by Lessor;
c. that the Lessor, it officials, directors, employees, representatives, and volunteers are added as additional insured;
d. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Lessor.

v. Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished in connection with any such alterations, remodeling or improvements. Provided, however, that Lessee shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any lien to be released of record without cost to Lessor. During the pendency of any such contest, Lessee shall, at Lessee's expense, take such action as may be necessary in order to preclude foreclosure or other enforcement of such lien and, upon request by Lessor, shall bond around such lien as provided in Section 53.171 *et. seq.* of the Texas Property Code.

B. Alterations and Improvements Performed by Lessee Prior to Commencement Date of Initial Term: Lessee agrees and acknowledges that all terms, covenants, and provisions of this Lease shall apply and be enforceable following the complete execution of this Lease and during the time that Lessee performs any alterations and improvements to the Leased Premises prior to the Commencement Date of the Initial Term and that the terms, covenants, and provisions of this Lease shall continue thereafter during the Initial Term or any Extension Term.

C. Utility Facilities and Services. Lessee hereby acknowledges and understands that utility facilities either do not exist or they are not in operable condition as of the execution of this Lease and that Lessee shall solely bear all expenses that may be necessary to acquire such utilities and related facilities to the Leased Premises. Furthermore, Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Lessor. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services,

alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

Lessor does hereby agree to grant a utility easement to Pedernales Electric Cooperative at a location on the Leased Premises that is acceptable to Lessor; provided, however, Lessee shall bear any costs associated with such easement, if any.

6. **INDEMNIFICATION AND INSURANCE.**

A. **INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, 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 LESSEE, 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 LEASED PREMISES OR IN CONNECTION WITH THE PERFORMANCE OF THIS LEASE. LESSEE 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, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, 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 LEASE OR LESSEE'S USE OF THE LEASED PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LESSEE 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.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any 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 Leased Premises, in an amount of at least ONE MILLION DOLLARS ($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 any 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's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

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 Thirty (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 (1) year.

The above insurance requirements are not intended to be compounded with any of Lessee's standing insurance policies. If the Lessee already has in force insurance policies which provide the coverage required under this paragraph, there is no need to purchase duplicate coverage.

7. 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 or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a commercial non-profit business providing public purpose services to citizens in and around Williamson County; to commit or permit no waste or damages to the

Leased 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; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted. provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto and incorporated herein.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building (if any is maintained) without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee as may be required hereunder regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter and inspect the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility

legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to maintain, repair, and replace the following damage to the Leased Premises: septic system(s), damage to the exterior walls (including exterior painting), roof and roof structures, gutters, downspouts, exterior utility lines servicing the Leased Premises to the extent that they are not maintained by public utilities, and damage to structural portions of the Leased Premises (including, by way of example but not limitation, the foundation and members supporting the roof, all interior partition walls and the interior side of building walls which enclose the Leased Premises, doors, moldings, trim, window frames, and doorframes).

Lessee shall also maintain, repair, replace and keep in good repair and working condition the non-structural portions and interior of the Leased Premises, (including, by way of example but not limitation, kitchen exhaust hoods (annual inspections and cleanings), auto-doors, water heaters, plate glass, floor coverings, mechanical equipment, HVAC systems, HVAC filters, electrical systems and fixtures, light fixtures, light bulbs, interior plumbing and conduits embedded in the floor, and all other non-structural or interior aspects), ordinary wear and tear excepted.

Lessee further agrees to maintain the lawns, roads, parking areas, sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to, in, on or around the Leased Premises in good repair and in safe usable condition for use by Lessee, its employees, officers and agents, and all patrons, guests and invitees of the Leased Premises, and provide all reasonable services therefor, including without limitation, safeguarding, cleaning and sweeping, snow and ice removal, lighting, landscaping, watering, repainting, and overall repair and maintenance.

The maintenance and repair lists set out above are not inclusive, but rather, Lessee's maintenance obligations shall extend to, and shall include, all maintenance and all repair of the Leased Premises.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy

the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased 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 American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. 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 Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. DEFAULTS 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 agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including

reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased 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) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased 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 Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to Lessor. Upon Lessee's termination pursuant to this provision, Lessee shall surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises. Lessor may terminate this Lease, without cause or liability, upon giving Two (2) year's written notice to Lessee. Upon Lessor's termination pursuant to this provision, Lessee will surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

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; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; 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 Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

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 Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

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 the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by 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.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

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 LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, 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 LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED 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 LEASED 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 LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED 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 LEASED 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 LEASE OF THE LEASED 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 AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. **CONDEMNATION.** If during any term of this Lease, all of the Leased 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 Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time

within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

19. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

20. 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 addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: Operation Liberty Hill, Inc.
P.O. Box 1081
Liberty Hill, Texas 78642

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

21. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease 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 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.

22. **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.

23. **TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

24. **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.

25. **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.

26. **ASSIGNMENT.** Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

27. **NO INDEMNIFICATION BY LESSOR.** Lessee acknowledges and agrees that Lessor, as a Texas County 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.

28. **CHANGE OF NAME.** Lessee intends and strives to be a more regional care center and offer public service benefits on a regional scale as opposed to a local scale. Thus, Lessee may change its current name of Operation Liberty Hill and, in so doing, the parties will execute any amendments necessary to reflect such name change in the future.

29. **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 Leased Premises and supersedes any prior understandings or written or oral agreements between

the parties with respect to the to the Leased 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.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR: WILLIAMSON COUNTY

By: _____
Judge Dan A. Gattis

Date: 07-12-, 2015

LESSEE: OPERATION LIBERTY HILL, INC., a Texas non-profit corporation

By: Susan Baker

Printed Name: Susan Baker

Representative Capacity: Executive Director

Date: July 6, , 2015

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

5. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons).

6. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

7. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Lessee shall cooperate with Lessor so that any common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

8. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

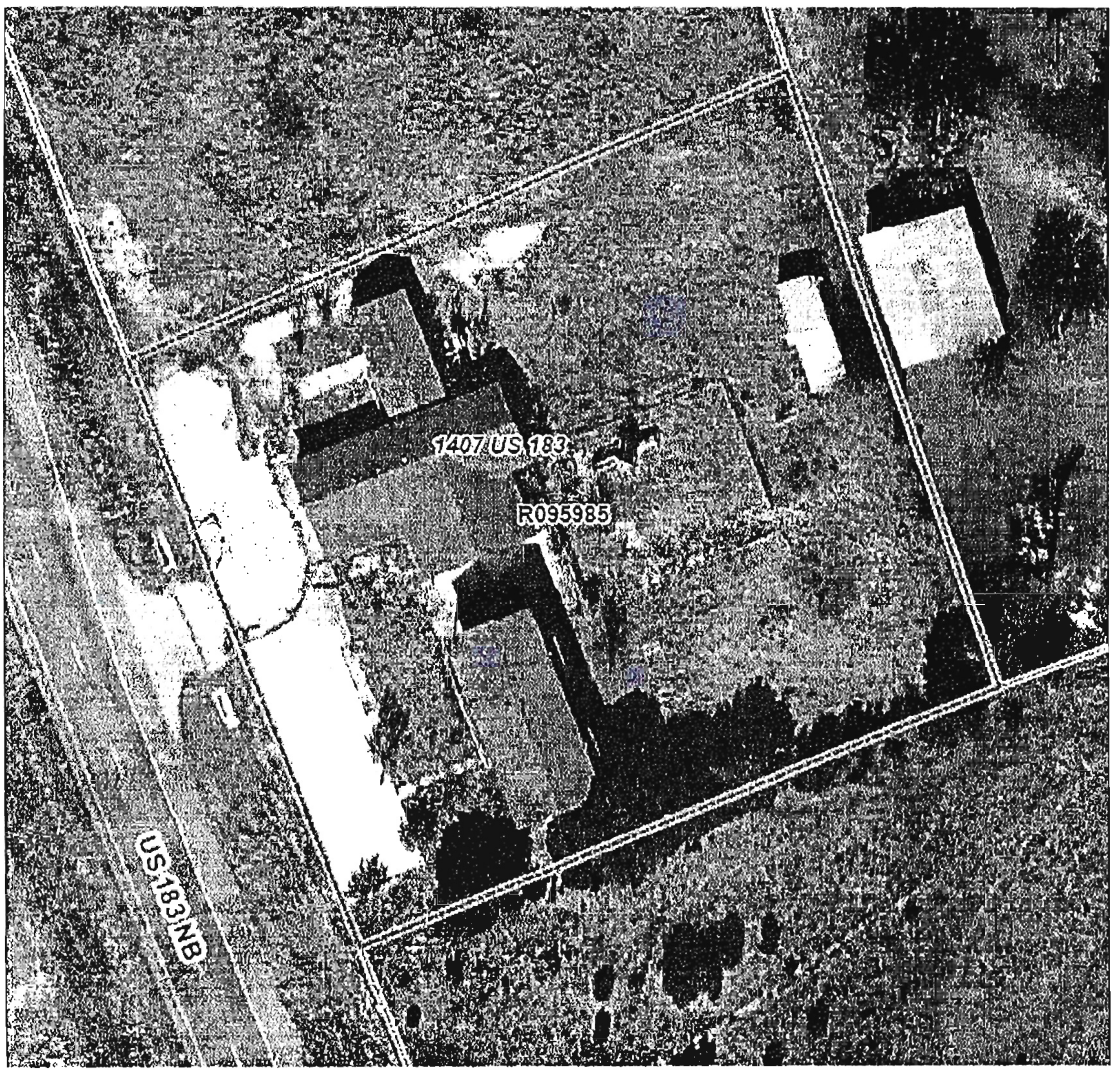
12. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

13. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Leased Premises herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Exhibit "A"



Commissioners Court - Regular Session **27.**

Meeting Date: 09/15/2020

Alice Receptionist Enterprise Subscription

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between WINTECH, LLC and Williamson County for Alice Receptionist Enterprise Subscription software for one year for $4,888.60, and authorizing the execution of the agreement.

Background

One year agreement with contract terms to begin on 09/15/2020 and ending 09/15/2021 with options for 12 month renewals approved by Commissioners Court. This subscription is for an Integrated suite of software application and services allowing subscribers to manage buildings and public spaces and facilitate interaction between building visitors and employees. The application and services are provided by the company under the trade name "Alice Receptionist". IT has reviewed and approved the addition of this product. Department Contact is Stephanie Lloyd. Funding Source: 0100.0475.003011 Computer Software.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subscription Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:09 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:15 AM
Form Started By: Brenda Fuller		Started On: 09/09/2020 09:37 AM
Final Approval Date: 09/10/2020		

WINTECH, LLC

END-USER APPLICATION SUBSCRIPTION AGREEMENT
For
ALICE RECEPTIONIST

This Application Subscription Agreement (the "Agreement") is made by and between WinTech, LLC, a Nevada limited liability company (the "Company"), with business offices located at 11920 Southern Highlands Parkway, Suite 101, Las Vegas, NV 89141 and the undersigned Subscriber (the "Subscriber" and, collectively with the Company, the "Parties" and, each individually, a "Party"). This Agreement shall be effective as of the date of execution by all Parties hereto ("Effective Date").

RECITALS

WHEREAS, the Company has acquired and maintains substantial and valuable technical knowledge, know-how and experience in an integrated suite of software applications and services allowing subscribers to manage buildings and public spaces and facilitate interaction between building visitors and employees (collectively, the "Application and Services"). The Application and Services are provided by the Company under the trade name "Alice Receptionist" and are described in greater detail on the Company's web site, www.AliceReceptionist.com (the "Site"), along with the Company's Privacy Policy on the Site and hereby incorporated by reference into this Agreement.

WHEREAS, Subscriber wishes to utilize the Application and Services by obtaining a nonexclusive, nontransferable License (as defined below) provided by the Company and the Company has agreed to provide such License pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree that each of the Recitals set forth above are true and correct and hereby incorporated into this Agreement by this reference and made as part hereof and hereby further agree as follows:

1. **License Grant.**
   a. **License to Use Service.** Subject to the terms and conditions set forth herein, the Company hereby grants to Subscriber for the Term (as defined below) a nonexclusive, nontransferable, worldwide license (the "License") to access and use the Application and Services in accordance with this Agreement. All rights not expressly granted to Subscriber in this Agreement and under the License are expressly reserved by the Company. The License granted to Subscriber pursuant to this Agreement will permit use of the Applications and Services solely by the number of Subscriber employees or agents (collectively, the "End-users" and, each individually, an "End-user") specified in the payment summary set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Summary"). The License granted herein is a non-exclusive license to Subscriber and the Company maintains and reserves the right without restriction to further license the use of the Application and Services to any other party.

      If there are any conflicts between this Agreement and the Summary, the details in the Summary shall prevail. Subscriber may increase the number of End-users during the Term of this Agreement upon

written notice to the Company and for an additional prorated fee at the then-current fee rate used by the Company and agreed to by Subscriber. In addition to the foregoing, any Subscriber "Affiliate" may also be added by Subscriber as a registered End-user under this Agreement upon written notice to the Company and for an additional prorated fee at the then-current fee rate used by the Company and agreed to by Subscriber. An "Affiliate", with respect to either Party, shall mean any entity, including, without limitation, any person, individual, corporation, company, partnership, limited liability company, entity, or group, that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR THE FAILURE OF ANY END-USER OR SUBSCRIBER AFFILIATE TO STRICTLY COMPLY WITH, AND PERFORM THE OBLIGATIONS UNDER, THIS AGREEMENT.

b. **Limitations on Use.** The License, all content on the Application and Services, the Site and all technology, intellectual property, knowledge, know-how and experience relating thereto (collectively, the "Technology") is for use only by Subscriber and the End-users. The hosted cloud communication service (the "Cloud Communications Service"), as further described in Section 2(a) below, shall be limited in use and only for calls originating from the Company's ALICE Receptionist Directory software (the "ARD"), as further described in Section 2(b) below, to the End-users found on the ARD interface. Subscriber's use of the Cloud Communications Service for any other calls is strictly prohibited, the violation of which shall constitute a breach and default of this Agreement and subject to the rights and remedies of the Company and immediate termination of this Agreement by the Company under Section 9(c) below. Calls originating on the Cloud Communications Service may be limited in duration to prevent excess use of the system by Subscriber and its End-users, as determined by the Company in its sole and absolute discretion. Subscribers that initiate over 1,500 calls or 1,000 text messages over any thirty (30) day period shall be liable for service charges in addition to their standard Subscription Fees. Specifically, a $20 fee per 500 calls will be charged for each 30-day period in which calls exceed the 1,500 monthly call limit and charged commencing on the first call over each limit. A $10 fee per 500 text messages will be charged for each 30-day period in which text messages exceed the 1,000 monthly text message limit and charged commencing on the first text message over each limit. As further described in Section 7 below, the Technology may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works or in any other manner and can only be used in the manner strictly permitted herein. Subscribers may not use any network monitoring or discovery software to determine the Technology's architecture. Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Technology. Subscriber may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Technology, or make available to any non-End-user third party, in any way.

c. **Duties.** In addition to all other duties and obligations of Subscriber herein, Subscriber agrees that it shall use its best efforts to actively and diligently comply with the terms of this Agreement, including, but not limited to:

   i. Complying with all laws, rules and regulations applicable to Subscriber and its business, including, without limitation, the use of the Technology;

   ii. Complying with all written instructions, standards and policies, as may be provided or amended from time to time by the Company in its sole and absolute discretion, for the use and access to the Technology and the Applications and Service;

   iii. Advising the Company, immediately and in writing, of any complaint, allegation, issue or legal notice served on Subscriber or known by Subscriber which might in anyway affect the Technology as further described in Section 14 below; and

   iv. Limiting access to, and the use of, the Technology and Applications and Service solely to End-users.

2. **Service Details.**

   a. **ALICE Receptionist Cloud Communication Service.** As part of the Application and Services, the Company offers the Cloud Communications Service that provides Voice over IP ("VoIP") communications services. Subscribers wishing to utilize the Cloud Communications Service as

designated in the Summary must make the necessary network accommodations to allow VoIP over SIP communication to flow freely between Subscribers network and the Cloud Communications Service. Subscriber is solely responsible to provide a stable network environment free of network packet loss that is optimized for TCP/ UDP and SIP network traffic.

b. **ALICE Receptionist Directory & Client Applications.** As part of the Application and Services, the ARD and Client ("ARC") Applications provides a system of managing and communicating with visitors from remote locations. Subscribers who utilize the ARD and ARC applications as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.

c. **ALICE Receptionist Admin Application.** As part of the Application and Services, the Company offers an Alice Administration application (the "AA Application") that is installed on the Subscribers network and stores content information locally. Subscribers who utilize the AA Application as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.

d. **ALICE Admin Web Portal.** As part of the Application and Services, the Company offers an Administration Web Portal (the "Portal") for Subscribers who choose to manage content on the cloud. The Company will maintain and update the Admin Web Portal in the manner determined by the Company in its sole and absolute discretion. Subscribers who utilize the Portal as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.

e. **Identification Scanning and Validation and Visitor Screening.** In the event Subscriber would like to purchase and utilize the Company's Identification Scanning and Validation feature or Visitor Screening feature, the Parties shall execute that certain ID Validation and Screening Application Addendum and which will be attached hereto and constitute part of this Agreement.

f. **Professional and Support Services.** During the Term of this Agreement and as further described herein, the Company shall provide maintenance and support services for the Application and Services limited to initial setup, deployment and bugs and errors (collectively, the "Support Services"), which are available at no extra charge to Subscriber. In addition, the Company offers back-end support services ("Professional Services") to certain Subscriber's but only upon the mutual agreement between the Parties. Subscribers wishing to add Professional Services to their License as agreed to by the Company shall incur additional charges calculated at the Company's then-current rates as agreed to by the Subscriber.

3. **Fees and Payments.**

a. **Subscription Fees.** The fees for the License to use the Company's Application and Services (collectively, the "Subscription Fees"), the payment thereof and related terms are described in detail in the Summary.

b. **Increases in Subscription Fees.** End-user Subscription Fees contained in the Summary will be fixed for the length of the Initial Term specified in the Summary. Thereafter, Subscription Fees will be set for each Subsequent Term or new Term at the time of renewal as agreed to between the Company and Subscriber. All pricing terms are confidential, and Subscriber agrees not to disclose them to any third party unless required by law or court order and as further described in Section 7 below.

c. **Payment and Billing Information.** Subscriber agrees to provide the Company with complete and accurate billing and contact information in writing at all times. This information includes, without limitation, Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. All Subscription Fees and all other amounts due and owing

are payable in U.S. dollars. The Company reserves the right, in its sole and absolute discretion, to determine acceptable methods of payment for the use of the License for the Application and Services.

4. **Service Level Performance Criteria.**
   a. **Service Uptime and Maintenance.** The Company shall provide Subscriber with at least forty-eight (48) hours prior notice of any scheduled maintenance on the Applications and Service and the Company will use commercially reasonable efforts to conduct maintenance only during non-Business Hours (as defined below). In the event the Company is unable to provide forty-eight (48) hours prior notice of any planned outages or known unavailability of the Applications and Service, the Company shall use reasonable good faith efforts to promptly notify Subscriber of any outages or Downtime (as defined in Section 4(c) below) that it anticipates or discovers during the Term of this Agreement. Notwithstanding anything contained herein to the contrary, the Company shall not be responsible or liable for any unplanned outages or unavailability of the Applications and Service or anything excluded from the definition of Downtime below.
   b. **Support Procedures.** Email Support shall be available to Subscriber during the Term of this Agreement on a twenty-four (24) hour basis subject to receipt of notice under the following notice provisions:

      i. Email: Support@AliceReceptionist.com

      ii. North America: 7:00am – 5:00pm Pacific Time ("PT") Monday through Friday; call (702) 284-7375, excluding non-Business Days; For purposes of this Agreement, "non-Business Days" shall mean Saturday, Sunday, Nevada state or national holidays or other days on which banks in Nevada are not generally open for business.

      iii. International: 1:00pm and 12:00am Greenwich Mean Time ("GMT") Monday through Friday call (001)702-284-7376, excluding non-Business Days;

   c. **Downtime.** Downtime is defined as the inability of most users to access the servers and majority of applications of the Applications and Service as determined by the Company. Specifically excluded from the definition of Downtime are:

      i. Downtime resulting from Subscriber requests;

      ii. Network errors outside of the control of the Company or agents of the Company;

      iii. Planned maintenance announced at least forty-eight (48) hours prior to such maintenance;

      iv. Maintenance that is performed between 10 pm and 2 am PT ("non-Business Hours");

      v. Outages resulting from the actions of Subscriber, its employees and agents other than normal operation of the Site or Applications and Service; and

      vi. Any other unavailability caused by circumstances beyond the Company's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Company's employees), Internet service provider failures or delays, cloud communication and cloud hosting agents and service providers or denial of service attacks.

   d. **Response Time.** Except for non-Business Days, the Company will use commercially reasonable efforts to respond within 24 hours of the time a critical issue is reported using the notice provisions in Section 4(b) and 48 hours from the time a non-critical issue is reported using the notice provisions in Section 4(b). A critical issue is classified as an issue causing the Applications and Service to be completely non-functional or unable to make calls.

e. **Commencement of Services.** The initial launch and subsequent performance of the Applications and Service outlined herein will only commence after execution of this Agreement by all Parties and payment in full of the initial Subscription Fee by Subscriber.

5. **WinTech LLC. References to Subscriber.** The Company shall only be permitted and authorized to make references to Subscriber and Subscriber's URL and use Subscriber's designated trademark and logo on the Company's current list of subscribers upon Subscriber's prior written approval. The Company shall only be permitted and authorized to respond to any inquiry regarding whether Subscriber is a licensee and user of the Applications and Service upon Subscriber's prior written approval.

6. **Amendments.** The Parties agree that, in order to continually improve the Applications and Service and other Technology, the Company may, from time to time, amend its Applications and Service, Technology, features, functionality, and the Site Terms of Use (the "Terms of Use") in its discretion and will make commercially reasonable efforts to notify Subscribers of said amendments. The notification of such amendments and revisions shall be set forth on the Site and Subscriber is encouraged to continually check the Site and the Site Terms of Use for notices on amendments, revisions, updates and improvements.

7. **The Intellectual Property.**
   a. **Intellectual Property.** For purposes of this Agreement, "Intellectual Property" or "Confidential Information" shall mean any and all information or material of a Party, whether revealed orally, visually, or in tangible or electronic form, that is not generally known to the public, including, without limitation: (i) all commercial, technical, operational, business, corporate and financial information; (ii) information regarding a Party or a Party's customers, employees, contractors, vendors, accounts, partners and affiliates; and (iii) all other information, data, records, documents and materials which a Party deems as confidential and proprietary, whether or not the same is specifically marked or designated as confidential and/or proprietary. Solely with respect to the Company, "Intellectual Property" or "Confidential Information" shall also include, without limitation: (i) the Applications and Service, the Site, pricing terms for the use of the Technology and all other Technology, all intellectual property, trademarks, service marks, trade names, trade secrets, patents, and copyrights (whether proposed, pending or approved or otherwise) and all intellectual property and proprietary information relating to the Technology; (ii) the manufacturing data, techniques, experience, methods, know-how and technical specifications for the production and use of the Technology; (iii) all government approvals, permits and licenses in anyway relating to the Technology; and (iv) all data and content derived from the use of, and access to, the Technology by Subscriber and End-users (other than the Customer Data as defined in Section 8 below). For purposes of this Section 7, the term "Subscriber" includes Subscriber's End-users, principals, employees, officers, directors, shareholders, members, managers, partners, representatives, advisors, consultants, contractors, agents, subsidiaries, and Affiliates. The Company retains all right, title and interest in and to its Intellectual Property and no license (other than the License but only until this Agreement is terminated) or conveyance of rights or joint venture relationship is granted to the Subscriber or any others as a result of the disclosure herein.
   b. **Ownership of Company Intellectual Property.** Subscriber acknowledges and agrees that the Company owns and/or has the exclusive right to, and shall retain all rights, title and interest in and to, its Intellectual Property and its Intellectual Property constitutes confidential and proprietary information, trade secrets and valuable assets that are of great value and importance to the success of the Company and that the Company has a legitimate need to protect same even if not technically considered to be trade secrets under the law. Subscriber acknowledges (i) that the Intellectual Property obtained from the Company hereunder is commercially valuable proprietary information of the Company, the design and development of which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a long period of time and which affords the Company a commercial advantage over its competitors; (ii) that the Intellectual Property of the Company constitutes trade secrets and confidential business information that is disclosed to

Subscriber for use on the basis of the confidential relationship between the Company and Subscriber under this Agreement and is to be used only as may be expressly permitted by the terms and conditions of this Agreement; and (iii) that the loss of this competitive advantage due to unauthorized use or disclosure of the Intellectual Property of the Company would cause great injury and harm.

c. **Confidentiality.** Each Party receiving Intellectual Property (each, the "Receiving Party") covenants and agrees that it will not divulge, use or publish to others, other than as expressly authorized herein, any Confidential Information obtained from the other Party (each, the "Disclosing Party"). Other than as expressly authorized herein, each Receiving Party shall be fully responsible and liable for, and agrees: (i) to receive, treat, maintain, preserve and safeguard the confidentiality of the Confidential Information of the Disclosing Party and use reasonable efforts (meaning efforts not less than those the Receiving Party employs to protect its own most confidential and proprietary information), to prevent the unauthorized, negligent or inadvertent disclosure or use thereof; (ii) not to copy or reproduce the Confidential Information of the Disclosing Party, in whole or part, in any form except as may be necessary to accomplish the duties and obligations of the Receiving Party hereunder; (iii) not to directly or indirectly use or embody the Confidential Information of the Disclosing Party in any form or manner in the Receiving Party's business or any of its current or future products, services, or developments unless otherwise as expressly permitted herein; (iv) to limit the dissemination of the Confidential Information of the Disclosing Party to those employees, representatives, attorneys, accountants and other advisors of the Receiving Party, on a need-to-know basis, in order to perform the duties and obligations of the Receiving Party hereunder and the Receiving Party shall be fully responsible for any breach of this Agreement by the same; (v) not to directly or indirectly, disclose, divulge, release, reveal, communicate, disseminate, distribute, publish, provide, give, sell, license or otherwise make available the Confidential Information of the Disclosing Party, in any manner, to any third party; (vi) not to modify, reverse engineer, decompile or disassemble all or any part of the Confidential Information of the Disclosing Party, nor make, have made, use or sell for any purpose any of the Confidential Information of the Disclosing Party or any other product or other item using, incorporating or derived from the Confidential Information of the Disclosing Party; and (vii) to promptly return all originals, copies, extracts, reproductions and summaries of the Confidential Information of the Disclosing Party upon request or immediately upon termination of the Agreement and provide written certification to the Disclosing Party that all notes, memoranda, summaries, analyses, compilations, or other documents, whether in written or electronic form, concerning, containing or generated from the Confidential Information of the Disclosing Party have been destroyed and erased from all computers and electronic devices without retaining, in whole or in part, any copies, extracts or other reproductions thereof (whatever the form or storage medium). Any Confidential Information of the Disclosing Party that is not returned or destroyed including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations in this Agreement. The Receiving Party shall not at any time adopt, or use, or attempt to register with any governmental authority, any product, word or mark that is similar, or bears any resemblance, to a product, trademark, service mark or any other Confidential Information owned or used by the Disclosing Party.

d. **Exceptions.** The term "Intellectual Property" and "Confidential Information" does not include information that the Receiving Party can document or reasonably demonstrate that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party; (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information; (iii) is independently developed by the Receiving Party without violating any of the Receiving Party's obligations under this Agreement for its own existing business operations; (iv) is disclosed by the Receiving Party to others only in accordance with the terms of a prior written authorization of the Disclosing Party; or (v) is rightfully disclosed in response to an order of a court or as otherwise required by law and subject to Section 7(e) below.

e. **Compelled Disclosure.** In the event the Receiving Party or anyone to whom it transmits the Confidential Information of the Disclosing Party becomes legally compelled to disclose any of the

Confidential Information of the Disclosing Party, including, without limitation, any End-user of the Subscriber, prior to such disclosure, it will provide the Disclosing Party with advance written notice and a copy of the documents and information relevant to such legal action, so the Disclosing Party may seek a protective order or other appropriate remedy to protect its interests in its Confidential Information, and the Receiving Party shall furnish only that portion of the Confidential Information of the Disclosing Party that it is legally required to furnish. It is further agreed that, if, in the absence of a protective order, the Receiving Party is legally required to disclose the Confidential Information of the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, but the Receiving Party shall not be relieved of any liability hereunder for any previous disclosure by the Receiving Party which was not permitted by this Agreement.

f. **Injunctive Relief.** In signing this Agreement, each Party gives the other Party assurances that such Party has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed under this Section 7. Each Party agrees that these restraints are necessary for the reasonable and proper protection of the other Party. Each Party acknowledges that a breach or threatened breach of this Agreement will cause irreparable harm to the other Party that cannot be adequately remedied by an award of monetary damages, be they consequential and/or punitive. Each Party accordingly agrees that in the event of a breach, or a threatened breach, of this Agreement, the non-breaching Party will be entitled to, without having to post a bond or other similar undertaking, injunctive relief, specific performance or other appropriate equitable remedies against such breach or threatened breach, without showing or proving any actual damage sustained by the non-breaching Party, this being in addition to and without prejudice to any other remedy to which the non-breaching Party is entitled at law or in equity. Each Party further agrees that, in the event of any action for an injunction or specific performance in respect of any such threatened or actual breach or violation, it shall not assert that a remedy at law would be adequate. Each Party further agrees that it will be responsible for any damages, claims, liabilities, losses, costs or expenses resulting from, or arising out of such Party's breach or threatened breach of this Agreement including, without limitation, attorneys' fees and litigation costs incurred by the non-breaching Party. Additionally, the Receiving Party agrees to notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party and agrees to cooperate with the Disclosing Party to regain possession of the Confidential Information of the Disclosing Party and to prevent further unauthorized use or disclosure thereof. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. **Subscriber Proprietary Information.**

a. The Company agrees that it has no rights to, and no liability or responsibility for, the data, documents, information or material that Subscriber submits in the course of using the Applications and Services (collectively, the "Customer Data"). The Company does not store Customer Data except to the extent that is required by the Applications and Service functionality. Solely by way of example, the Company may store End-user information and run data for user activity. The Company will not use or disclose Customer Data except solely in connection with processing such data in the normal course of Subscriber's use of the Applications and Service and as otherwise provided for in this Agreement; provided, however, that the Company may disclose such Customer Data, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that the Company shall comply with any applicable protective order or equivalent and, unless prohibited by law, the Company will employ commercially reasonable efforts to provide Subscriber with prior written notice, so that Subscriber has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Subscriber in writing for that purpose.

b. In the event this Agreement is terminated, the Company has, and hereby reserves, the right to withhold, remove and/or discard any Customer Data. Any requests by Subscriber for the return of

any Customer Data, if any, within the Company's control shall be made within fourteen (14) days of termination of this Agreement; provided, however, that the Company does not represent, warrant, covenant or guarantee that it can return any or all of the Customer Data as the Company does not store such Customer Data except to the extent required for functionality purposes.

9. **Term, Suspension, and Termination.**
   a. **Term.** Unless terminated earlier pursuant to this Section 9, the initial term ("Initial Term") of this Agreement shall be fixed for the length of the Subscription Term specified and defined in the Summary commencing from the Effective Date. The Initial Term or any Subsequent Term, as applicable, may be extended under this Agreement for subsequent twelve-month (12) periods (each, a "Subsequent Term" and, all Subsequent Terms hereunder and the Initial Term, collectively, the "Term") upon written agreement between the Parties prior to the expiration of such Initial Term or Subsequent Term, as applicable.
   b. **Delinquent Account.** In addition to any other rights and remedies outlined in this Agreement and permitted by law, this Agreement and the License herein may be terminated in the Company's sole and absolute discretion if Subscriber's account is delinquent for a period of thirty (30) days. Delinquent invoices are subject to all expenses and costs of collection. Subscriber will continue to be charged, and shall pay in full all amounts due and owing, for the remainder of the Initial Term or Subsequent Term then in effect for any delinquent accounts. As further described in Section 8 above, Subscriber acknowledges and agrees that the Company has no obligation to retain Customer Data and that such Customer Data, if any, may be irretrievably deleted.
   c. **Termination by Either Party for Any Reason.** Either Party may terminate this Agreement at any time upon thirty (30) Business Days' prior written notice for any reason ("Termination for Convenience"); provided, however, that Subscriber is prohibited from terminating this Agreement while it is curing a breach. If Subscriber terminates this Agreement pursuant to this Section 9(c), Subscriber is not entitled to any refund of Subscription Fees or any other amounts paid to the Company. If the Company terminates this Agreement pursuant to this Section 9(c), Subscriber shall receive a refund equivalent to any unused portion of the Subscription Fees allocable to the remainder of the Initial Term or Subsequent Term then in effect. Any unauthorized access to the Applications and Service, use of Applications and Services, other abuse or impermissible activity of the Company's Applications and Service or any other breach or default by Subscriber hereunder (other than a delinquent account which is governed by Section 9(b)), including, without limitation, a breach of a representation and warranty under Section 10 or a breach or default under Section 7 herein, may result in immediate suspension or termination of this Agreement, the License and the End-user accounts with no refund and without limitation of any other available remedies herein or otherwise permitted by law.
   d. **Remedies Not Limiting.** The remedies provided in this Agreement are in no way limiting of one another or of any other rights and remedies granted to the Company under this Agreement. The Company may choose to, but is not required to, place Subscriber's License and account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.
   e. **Survival.** Sections 7 (The Intellectual Property), 8 (Subscriber Proprietary Information), 10 (Representations and Warranties), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14 (Receipt of Confidential Information), and 15 (Additional Miscellaneous Provisions), this Section 9 and those terms or provisions necessary or desirable to accomplish the purposes of the foregoing provisions shall survive termination of this Agreement regardless of the manner in which this Agreement was terminated.

10. **Representations and Warranties.** Each Party represents and warrants to the other Party that:
   i. It has all requisite power and authority to carry on its business, to own or lease its properties and assets, and to enter into and perform this Agreement;
   ii. It has all permits, governmental authorizations, licenses and approvals necessary to conduct its business and in accordance with the law and this Agreement;

iii. It has complete power and authority to enter into this Agreement according to its terms and perform its obligations hereunder and this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms; and

iv. The execution and delivery of this Agreement and the performance by such Party of its obligations under this Agreement will not: (i) conflict with or violate any provision of any agreement, contract or document to which such Party is a party; or (ii) violate any law, regulation or order applicable to such Party.

11. **DISCLAIMER OF WARRANTIES.** THE COMPANY WILL MAKE COMMERCIALLY REASONABLE EFFORTS TO ENSURE A VIRUS FREE ENVIRONMENT AND A RELIABLE OPERATIONAL SCHEDULE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE APPLICATIONS AND SERVICE, THE CONTENT THEREON, THE SITE AND ALL OTHER TECHNOLOGY WILL BE ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE APPLICATIONS AND SERVICE, THE CONTENT THEREON, THE SITE AND ALL OTHER TECHNOLOGY ARE PROVIDED ON AN "AS IS, "AS AVAILABLE" BASIS, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ON ANY OTHER INTELLECTUAL PROPERTY OF THE COMPANY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY DISCLAIMS ALL RESPONSIBILITY FOR, AND IN NO EVENT SHALL BE LIABLE FOR, ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THE TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS; (B) THE UNAVAILABILITY OF THE TECHNOLOGY OR ANY PORTION THEREOF; (C) SUBSCRIBER'S OR ANY END-USER'S USE OF THE TECHNOLOGY OR ANY PORTION THEREOF OUTSIDE OF THE MANNER IN WHICH SUCH TECHNOLOGY IS INTENDED AND CREATED TO BE USED; (D) SUBSCRIBER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE TECHNOLOGY; (E) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH OR CONTAINED IN THE TECHNOLOGY; OR (F) ANY ISSUES, CLAIMS, OR DEMANDS OF AN END-USER, ALL OF WHICH IS THE SOLE RESPONSIBILITY AND LIABILITY OF SUBSCRIBER.

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS WHICH MAY ARISE FROM THE USE (OR LACK THEREOF) OF THE TECHNOLOGY. NOTWITHSTADING THE FOREGOING, SUCH LIMITATION WILL NOT APPLY TO ANY CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, CRIMINAL ACTS OR BREACH OF THE CONFIDENTIALITY PROVISIONS UNDER SECTION 7 HEREIN.

13. **Indemnification.**

a. Subscriber agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Applications and Service and other Technology from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from or in connection with: (i) any breach of any duty or obligation of Subscriber herein, including, without limitation, Section 1(c) and Section 7; (ii) any breach by Subscriber of any of its warranties and representations under Section 10 and/or any action taken by Subscriber under the Terms of Use; (iii) violation of any applicable laws by Subscriber, its officers, directors, employees, agents, contractors, or affiliates ("Subscriber Responsible Parties"); or (iv) any misuse, loss, damage, corruption, or destruction of the Application and Services by Subscriber Responsible Parties or any breach of security relating to the same.

b. The Company agrees to indemnify, defend and hold harmless Subscriber, its officers, directors, and employees from and against all Losses resulting from or in connection with: (i) any breach by the Company of any of its warranties and representations under Section 10; (ii) violation of any applicable laws by the Company, its officers, directors, or employees ("Company Responsible Parties"); or (iii)

subject to Section 14, any infringement of intellectual property rights of any third party relating to the Intellectual Property of the Company; provided, however, that the Company is not liable for any Losses arising under this Subsection 13(b)(iv) to the extent that Subscriber modified the Intellectual Property of the Company, unless such modifications were approved in writing by the Company or the Losses are based on a use for which the applicable Intellectual Property of the Company was not designed.

14. **Infringement of Proprietary Rights.** If any action, claim or suit is threatened, filed or made against the Company, based upon infringement of trademarks, service marks, trade names, trade secrets, patents, copyright or other Intellectual Property of the Company in connection with the Technology, Subscriber shall promptly, and no later than two (2) days from Subscriber becoming aware of such matter, notify the Company in writing of such action, claim or suit. The Company shall, at its own expense, take charge of the defense of any such action through counsel of the Company's selection. Subscriber shall make available to the Company any records, papers or information requested by the Company and/or related to such action, claim or suit and shall cooperate in such defense as reasonably requested by the Company. Subscriber shall notify the Company promptly, and no later than two (2) days from the Company becoming aware of such matter, whenever it shall obtain information that any of the trademarks, service marks, trade names, trade secrets, patents, copyright or other Intellectual Property of the Company are being infringed by any other person.

15. **Additional Miscellaneous Provisions.**
    a. **Governing Law; Jurisdiction; Venue; Attorney's Fees.** This Agreement, the Summary and all amendments, modifications, alterations, exhibits and schedules hereto shall be construed in accordance with, and governed by, the laws of the State of Nevada, without regard to principles of conflicts of law. Subject to Section 15(b), the Parties hereby consent to exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal or state courts of Nevada, County of Clark, and agree that such courts shall be on the only courts to have jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be property brought before such courts. In any action to interpret or enforce this Agreement, the prevailing Party shall be awarded all arbitration costs, court costs and reasonable attorneys' fees it incurs. THE PARTIES HEREBY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THE OBLIGATIONS HEREUNDER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO.
    b. **Arbitration.** Other than a claim for injunctive relief by a Party under Section 7(f) herein, any other controversy or claim arising out of or relating to this Agreement or the provision of the Applications and Service shall be finally settled by binding arbitration in accordance with the most current commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Clark County, Nevada, and judgment on the arbitration award may be entered in any court having jurisdiction under Section 15(a). SUBSCRIBER AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

    SUBSCRIBER INITIALS: _____ **COMPANY INITIALS:** MM

    c. **Assignments.** This Agreement shall be binding upon and shall be for the benefit of the Company and Subscriber and both Parties' respective legal representatives, and permitted successors and assigns; provided, however, that Subscriber shall not be entitled to assign, sublicense, or delegate this Agreement, in whole or in part, without the Company's express prior written consent, which can be withheld in its sole and absolute discretion. Any attempted assignment, delegation, or assumption of

this Agreement not in accordance with this Section will be of no force or effect. There are no intended third party beneficiaries to this Agreement.

d. **Entire Agreement; Waiver; Relationship of the Parties.** This Agreement, the Summary and all amendments, modifications, alterations, exhibits and schedules hereto constitute the entire agreement between the Parties as to the subject matter hereof, and supersede all prior and/or contemporaneous agreements, representations, and understandings between them, whether orally or in writing, except as may be expressly incorporated by reference into this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties. Any failure by either Party, at any time or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such terms and conditions at any future time and shall not prevent such Party from insisting on the strict keeping and performance of such terms and conditions at any later time. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the Parties, and neither Party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.

e. **Severability of Terms.** In the event that any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, such court shall have the power, and is hereby directed, to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad, and to enforce the same as so limited to the maximum extent permitted by law. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

f. **Notices and Contact Information.** Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either delivered by email, deposited in the mail (registered or certified) or delivered to a private express company. Notices must be addressed as follows: (A) if to the Company at the mailing address and email address set forth in the "Contact Us" section of the Site; or (B) if to Subscriber, at the mailing address and email address set forth in the Subscriber registration page. Email notice shall be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with written notice of the change.

g. **Neutral Construction.** The Parties at arm's-length have jointly drafted this Agreement and each has had ample opportunity to consult with independent legal counsel. No provision or ambiguity in this Agreement shall be resolved against any of them solely by virtue of its participation in the drafting of this Agreement.

h. **Captions.** The captions or headings of the Sections or other subdivisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

i. **Amendment.** Other than as expressly permitted under Section 6 above or as it relates to the increase or decrease of the number of End-users or addition of an Affiliate, this Agreement shall not be modified or amended except by written instrument signed by authorized representatives of both Parties hereto.

j. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Agreement may also be executed by way of photocopy, e-mail, electronic, digital, facsimile and/or telephonic transmission counterparts and the same shall have the same force and effect as the originally executed counterparts. This Agreement shall only become effective when duly executed by each Party hereto.

END-USER APPLICATION SUBSCRIPTION AGREEMENT for ALICE RECEPTIONIST

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names, as of the date first set forth above, by their respective duly authorized representatives.

"COMPANY"	"SUBSCRIBER"
Wintech, LLC, a Nevada limited liability company	_____ a _____
_____	_____
By: Michael Yoder	By: _____
Its: CEO	Its: _____

END-USER APPLICATION SUBSCRIPTION AGREEMENT FOR ALICE RECEPTIONIST

Exhibit A

Summary

Pay To:	**Subscriber:**
WinTech LLC 11920 Southern Highlands Pkwy Ste 101 Las Vegas, NV 89141 (702) 284-7375	Williamson County Attorneys Office 405 M.L.K., Suite 229 Georgetown, Texas , TX 78626 US

Subscription Level:	Enterprise
Subscription Term:	1 year
Subscription Billing Cycle:	1 year
Subscription Amount:	4,888.60
Billing Method:	Invoice
Payment Terms:	Due On Receipt
Subscription Start Date (Est.):	09/15/2020
Subscription End Date (Est.):	09/15/2021
Subscription Renewal Date (Est.):	09/15/2021

Quantity	**Product**	**Description**	**Total**
1	Enterprise	ALICE Receptionist Enterprise Subscription	4,888.60
5% Government Discount to Subscription Cost + Additional $800 for Trial Rebate			
			4,888.60

Authorized Signer Name _____ Authorized Signature _____ Date _____

This Exhibit is bound to the WINTECH LLC, END-USER APPLICATION SUBSCRIPTION AGREEMENT

Commissioners Court - Regular Session **28.**

Meeting Date: 09/15/2020

Williamson County Berry Springs Park Automated Gate

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 Viking Fence Co, Inc. to provide the automation of existing entry gate at Williamson County Berry Springs Park in the amount of $7,850.00 and authorizing execution of the agreement.

Background

This agreement per the quote details will provide materials and labor for the automation of existing entry gate at Williamson County Berry Springs Park. Department point of contact is Susan Blackhead. Funding Source 01.0100.3101.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:10 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:17 AM
Form Started By: Andrew Portillo		Started On: 09/09/2020 09:48 AM
Final Approval Date: 09/10/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
FENCE GATE INSTALL WORK
AND
RELATED SERVICES

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 **Viking Fence Co, Inc. (hereinafter "Service Provider")**, 9602 Gray Blvd., Austin, TX 78758 (Ph. 512-837-6411). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote, dated August 19, 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 $7,850.00.**

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 Statement of Work Proposal/Quote, dated August 19, 2020, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ __, 2020

SERVICE PROVIDER:

Nancy Nolen
Authorized Signature

Nancy Nolen/Contracts Manager
Printed Name

Date: September 2, 2020

Exhibit(s)
Statement of Work/Quote, dated August 19, 2020
(Incorporated herein as if copied in full)

Viking Fence Co., Inc.
Custom Gate and Access Control Division
9602 Gray Blvd.
Austin, Texas 78758
(512) 837-6411, 1-800-252-8117
Fax (512) 837-9468

Estimate for work to be performed. Date: 8/19/20

Williamson County Berry Springs Park
1801 County Road 152
Georgetown, TX 78626
Susan
Ph#512-844-4820
sblackledge@wilco.org
bbonner@wilco.org

Details: automation of existing entry gate. Provide material and labor for the following.

- **1- Max Controls Actuator Arm Motor**
- **1- Max Controls Control Panel**
- **1- Safety Eye**
- **1- Vehicle Safety/Shadow Loop in roadway**
- **1- 7 Day Programmable Timer**
- **1- Keypad with Mounting Post**
- **1- Knox Key Switch for Fire Dept. Entry Required City of Georgetown**
- **1- Strobe Sensor for Fire Dept. Entry Required City of Georgetown**
- **1- Arm Release for Gate Arm with Knox Padlock Required City of Georgetown**

Total $7,850.00

Stanley Tindall
Viking Fence Co, Inc.
Manager – Access Control Division (512) 751-6539
ESTIMATE VALID FOR 30 DAYS

Commissioners Court - Regular Session **29.**

Meeting Date: 09/15/2020

Parks Department Reservation Cancellation and Refund Policy

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the revised Williamson County Parks Department reservation and cancellation policy.

Background

The Parks Department updated and revised the reservation cancellation and refund policy, to be effective October 1, 2020. The revisions and edits reflect current operations and distinguish between overnight camping, group facilities and sports fields. The last revision was in April 2013.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Reservation Cancellation & Refund Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 05:08 PM
Form Started By: Russell Fishbeck		Started On: 09/09/2020 01:51 PM
Final Approval Date: 09/09/2020		

Parks Department

Reservation Cancellation/Refund Policy

Revised: October 1, 2020

Reservations for specific campsites, group facilities (Pavilions, Amphitheater, Fire Ring) and sports fields can be made up to 365 days in advance for the following Williamson County Parks:

- Berry Springs Park & Preserve
- Champion Park
- River Ranch County Park
- Southwest Williamson County Regional Park

Additional reservation information is located at: http://www.wilco.org/parks

Reservation information for the Expo Center is located at: https://www.wilcoexpo.com/p/rentals

Administrative charges and facility use fees are subject to change at any time. If fees change, the fees in effect when the reservation was confirmed is the fee(s) that will be apply.

CHANGING OR CANCELLING A RESERVATION

Overnight camping:

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of $10 per campsite, up to a maximum charge of $50 when the reservation includes multiple campsites.
    a. If the total reservation cost is less than $10, the administrative charge will be the cost of the reservation.
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Group Facilities (Pavilions, Amphitheater, Fire Ring)

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of $10 per group facility (e.g. pavilion, amphitheater, fire ring).
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Sports Fields

1. Upon receipt of a **reservation request**, an invoice will be sent to verify the information. Verification and changes, **along with payment**, are due within two (2) business days of issuance of the invoice. If payment is not received within two (2) days, the reservation request will be cancelled without notification.
2. A **one-time** reservation change or cancellation is allowed without being assessed an administrative charge if the change or cancellation is 61 days or more from arrival date.
3. **Subsequent** reservation change(s) or cancellation(s) will be assessed an administrative charge as follows:
    a. 25% of amount paid for Sports Field(s) rental if change or cancellation is between 31-60 days from arrival date. (cancellation fee does not apply to light rental or field preparations)
    b. 50% of amount paid for Sports Field(s) rental if change or cancellation is between 15-30 days from arrival date. (cancellation fee does not apply to light rental or field preparations)
    c. 100% of amount paid for Sports Field(s) rental if change or cancellation is 14 days or less from arrival date. (cancellation fee does not apply to light rental or field preparations)
4. Reservation changes must be **re**scheduled within the respective sport season (e.g. spring, fall, etc.)

PAYMENT METHODS

Reservation payments can be made as follows:

- Cash
- Checks (payable to Williamson County)
    - Returned checks will be assessed a $30 fee.
- Credit/Debit Cards
    - Visa, Mastercard, Discover

EXTENUATING CIRCUMSTANCES

The Parks Department reserves the right to cancel reservation(s) due to conditions and situations beyond our control. Some examples of when this might apply are related to extreme weather conditions, unexpected maintenance/repairs and interrupted utility system operations. In these cases, a full refund will be issued for any unused portion(s) of the reservation. Advanced notice will be issued as soon as possible.

Williamson County Parks Department
219 Perry Mayfield
Leander, Texas 78641
512-943-1920; Fax 512-943-1930
Email: ParksandRec@wilco.org

Commissioners Court - Regular Session **30.**

Meeting Date: 09/15/2020

Williamson County Expo Janitorial Knight Services

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 Knight Janitorial Services, Inc. to provide basic labor to strip and wax concrete flooring in the amount of $15,100.00 per the terms of BuyBoard Contract # 557-18, and authorizing execution of the agreement.

Background

This agreement is to remove dust and debris from surface and apply new wax uniformly to the concrete flooring. Department point of contact is Jason Brown. Funding Source 01.0100.3106.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum/Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:24 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:26 AM
Form Started By: Andrew Portillo		Started On: 09/09/2020 02:17 PM
Final Approval Date: 09/10/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR FLOOR WAXING AND RELATED SERVICES FOR WILLIAMSON COUNTY EXPO CENTER (Knight Janitorial Services, Inc. BuyBoard #557-18)

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

THIS ADDENDUM is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Knight Janitorial Services, Inc.** (hereinafter "Knight"). County agrees to engage Knight as an independent contractor, to assist in providing certain operational services specific to the Williamson County Expo Center 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. Knight Quote, dated September 1, 2020;
B. Buyboard #557-18, and addenda; and
C. This Williamson County Addendum.

II.

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

III.

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.

IV.

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, Customer will only be liable for its pro rata share of services rendered and goods actually received.

V.

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.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VIII.

Right to Audit: Knight 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 Knight which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight agrees that Customer shall have access during normal working hours to all necessary Knight 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 Knight reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.

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:	Knight:
_____	Scott Royalty
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: August 9, 2020

KNIGHT
JANITORIAL SERVICES, INC.

Williamson County Expo Center

Date Submitted: September 1, 2020

Thank you for allowing Knight Janitorial Services to submit a quote to Williamson County Expo Center

➢ Floor Strip and Wax Labor

Basic labor to strip and wax concrete floor:

Remove dust and debris from surface.
Apply and remove stripper creating a clean new surface
Apply new wax uniformly
Buff surface to remove excess wax and create shine

Caulking the expansion gaps will entail the following:

Clean and prepare the area to be caulked vacuuming out debris
Applying the caulk in the proper amount to the gaps cleaning up as job continues
Final clean up and checking of all aspects of the job performed

- ❖ Total Floor Footage: 15,000 square feet (labor + materials) = $9750.00
- ❖ Linear Feet of gaps in the floor to fill with caulk: 1600 linear feet (labor + materials = $5350.00)
- ❖ Final Construction Clean: $15,100.00
- ❖ Work to be Completed by September 30th, 2020

Terms & Conditions

September 1, 2020

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, Texas 76574
Jason Brown
(512) 352-4118

Thank you for allowing Knight Janitorial Services to submit quote for the Strip and Wax of the floor and filling of the expansion gaps as well.

- **TOTAL: $15, 100.00**
- **BuyBoard** - #557-18

Knight Janitorial Services is covered with general liability insurance, and a business services bond.

Please call my cell phone if you have any questions. **(737) 600-1702**

Best Regards,
Julie Allor

Sales Executive: Julie Allor

Commissioners Court - Regular Session **31.**

Meeting Date: 09/15/2020

New Fiber Internet Service for Commissioner Precinct 4 Revision

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 Revised Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 3001 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock, TX 78665 in the amount of $1,199.00 a month, with a $4,940.00 Fiber installation fee, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Fiber Internet Service at the Commissioner Pct. 4 Office located at 3001 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock TX 78665. Spectrum is the only provider for these services in this area, and we are requesting exemption from the 3-quote requirement. This is a revision of Agenda Item #29 which was approved by Commissioners Court on August 4th, 2020 to correct the address. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:18 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:24 AM
Form Started By: Andrew Portillo		Started On: 09/09/2020 12:12 PM
Final Approval Date: 09/10/2020		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Francisco Castillo
Phone: 210-722-8082 ext:
Cell Phone: 210-722-8082
Email: francisco.castillo@charter.com

Order # 11799915

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY (HQ)	**Customer Type:**
Billing Address		
Attention To:		**Account Number**
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Bill Gravell	(512) 943-1100	bgravell@co.williamson.tx.us
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Chris Ball	(512) 943-1100	cball@wilco.org

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Spectrum ENTERPRISE

Fiber Internet and Ethernet Service Order Information For *3001* Joe Dimaggio Blvd 1300 Round Rock TX 78665

Site Name	Address Location	Location Type	Bandwidth
	3001 Joe Dimaggio Blvd Round Rock, TX 78665		200

New and Revised Services and Monthly Charges At *3001* Joe Dimaggio Blvd , Round Rock TX 78665

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
Fiber Internet 200Mbps	1	$1,199.00	$1,199.00	36 Months
***Total**			**$1,199.00**	

*Prices do not include taxes and fees.

One Time fees At 3001 Joe Dimaggio Blvd , Round Rock TX 78665

Description	Quantity	Sales Price	Total
FIBER INSTALLATION	1	$4,940.00	$4,940.00
Total			**$4,940.00**

*Prices do not include taxes and fees.

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Spectrum ENTERPRISE

Special Terms

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

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Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Charter Communications Operating, LLC
By: Charter Communications, Inc., its Manager

By: _____

Name: Irwin Whistler

Title: Director

Date: 9.8.2020

CUSTOMER: WILLIAMSON COUNTY (HQ)

By: _____

Name: _____

Title: _____

Date: _____

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Commissioners Court - Regular Session **32.**

Meeting Date: 09/15/2020

Williamson County Expo Pavilion (P474) – Supplemental Work Authorization #2 to Work Authorization #1 – Alliance Engineering Group

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 and approving SWA #2 to WA #1 for the Williamson County Expo Pavilion with Alliance Engineering Group, Inc. This authorization will extend the contract through December 30th, 2020 and provide an increase from $29,903.00 to $32,990.00.

Background

This supplemental work authorization is to extend the length of the contract to December 30th, 2020 and increase funds for testing on asphalt paving that was not included in the original scope or cost of the project. On September 17, 2019, the Commissioners Court approved Work Authorization #1 with Alliance Engineering Group, Inc to expire on September 17, 2020. The original scope of work did not include asphalt testing and this increase in funds and time extension is requested to provide asphalt testing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Expo Pavilion (P474) – Supplemental Work Authorization #2 to Work Authorization #1 – Alliance Engineering Group

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/13/2020 11:20 AM
Building Maintenance (Originator)	Wendy Danzoy	09/10/2020 11:35 AM
Hal Hawes	Hal Hawes	09/10/2020 12:03 PM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 12:07 PM
Form Started By: Wendy Danzoy		Started On: 08/13/2020 10:41 AM
Final Approval Date: 09/10/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT:
Expo Pavilion (P474)

This **Supplemental Work Authorization No. 2 to Work Authorization No. 1** is made pursuant to the terms and conditions of the **Williamson County Contract for Engineering Services, being dated September 17, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Engineering Group, Inc. (the "Firm").**

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective September 19, 2019 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Firm that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B"

II. The above referenced Work Authorization termination date shall be modified to **December 30th, 2020.** The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C"

III. The maximum amount payable for services under the Work Authorization is hereby increased from **$29,903.00 to $32,990.00.** The revised Work Schedule is attached hereto as Attachment "D"

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the

Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Alliance Engineering Group, Inc.	**COUNTY:**
By: _____	By: _____
Signature	Signature
Wayne A. Eddins	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title
8/10/2020	
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Firm

Attachment C - Fee Schedule

Attachment D - Work Schedule

Attachment B - Services to be Provided by Firm

The Firm will provide construction observation and materials testing services for the observation and testing services during the asphalt lay-down operations. Though cited in the original proposal, the actual scope of work associated with the asphalt testing was not included in the estimated cost.

This includes the laydown operations monitoring and testing as well as the laboratory testing in accordance with the Williamson County requirements. This proposal does not include **re-testing or re-inspections required due to work or materials found to be non-compliant with the project plans and specifications.** If errors and/or omissions in the type and/or frequency of the observation and testing services are noted, please advise the undersigned at the earliest opportunity so that adjustments can be made to the scope and subsequent fees for the actual anticipated services needed.

Attachment C - Fee Schedule

2	HMAC Acceotance Series	®	$400.00	/test	$ 800.00
2	HMAC Cores for Thickness and Densitv	®	$50.00	/test	$ 100.00
2	Core Drill Dailv Charqe	(a)	$250.00	/test	$ 500.00
2	Vehicle Charqes	(a)	$40.00	trip	$ 80.00
22	TXDOT Level 18 Certified Technician Rea. Hours	®	$48.00	/hour	$ 1 056.00
4	TXDOT Level 18 Certified Technician O.T. Hours	(a)	$60.00	/hour	$ 240.00
2	Administration Hours	(a)	$48.00	/hour	$ 96.00
4	Proiect Manaqer Reoort Review	(ill	$30.00	/report	$ 120.00
1	Project Manager Hours	@	$95.00	/hour	$ 95.00
				Sub-Total	$ 3,087.00

PAVILION - HMAC (Full-time during laydown operations)

(Estimate Approx. 15,000 sf Asphalt Pavement)
(Estimate 2 Days for
Laydown Operations @ 10
Hrs./Trip) (Estimate 2 Trips
for HMAC Coring
Operations @ 3 Hrs./Trip)
{Assume 1 HMAC Sample per 500 Tons or Each Days Production per Williamson County Specifications)

Attachment D - Work Schedule

Work shall begin immediately upon receipt of agreement between Williamson County and Alliance Engineering Group, Inc. Work schedules will be developed as work is assigned.

Commissioners Court - Regular Session **33.**

Meeting Date: 09/15/2020

Expo Pavilion P474 and Concessions P475 - Contract Amendment 1 with Alliance Engineering

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 approving Contract Amendment No. 1 to Williamson County Contract for Engineering Services with Alliance Engineering Group, Inc. in the amount of $3,087.00.

Background

This amendment is to increase funds for contract to cover asphalt paving that was not included in the original scope or cost of the project. On September 17, 2019, the Commissioners Court approved Williamson County Contract for Engineering Services with Alliance Engineering Group, Inc. On September 15, 2020, Supplemental Work Authorization No. 2 to Work Authorization No. 1 with Alliance is being presented to the court requesting a time extension and additional funds to cover asphalt testing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Contract Amendment 1 - Alliance

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/10/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:11 AM
Form Started By: Wendy Danzoy		Started On: 09/10/2020 09:57 AM
Final Approval Date: 09/10/2020		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective September 19, 2019, wherein Engineer agreed to perform certain professional engineering services in connection with the Expo Pavilion (P474) and Expo Concessions and Restrooms (P475) ("Project");

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $47,137.00; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Article 5 – Compensation Cap

The Compensation Cap under Article 5 of the Contract is hereby increased from $47,137.00 to $50,224.00.

II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. **IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

Engineer:	**COUNTY:**
Alliance Engineering Group, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Wayne A. Eggins	Printed Name: _____
Title: Managing Partner	Title: _____
Date: 9/9 ____, 20 20	Date: _____ ____, 20____

Commissioners Court - Regular Session **34.**

Meeting Date: 09/15/2020

Authorize Williamson County Road and Bridge Roof Insulation and Ceiling through Choice Partners

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the price proposal between J.T. Vaughn Construction, LLC and Williamson County for Road and Bridge Roof Insulation and Ceiling in the amount of $13,929.00 pursuant to Choice Partners Contract No.15/041JN-16 and authorizing the execution of the agreement.

Background

This is for Road and Bridge Roof Insulation and Ceiling utilizing the Choice Partners Purchasing Cooperative Contract Number 15/041JN-16. During demo, It was found that there was no insulation. This work is to add spray insulation to the roof deck as well as removal of drop ceiling in order to add insulation to underside of roof and replace drop ceiling. Dwayne Gossett is the point of contact for this transaction.This expenditure will be charged to General Funding: 100.0509.5300; Building Funding: 100.1026.5300. Funding was approved in the FY2020 budget

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement with Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:07 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:15 AM
Form Started By: Johnny Grimaldo		Started On: 09/09/2020 09:27 AM
Final Approval Date: 09/10/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
ROAD & BRIDGE DEPARTMENT
ROOF INSULATION AND CEILING

(Vaughn Construction via Choice Partners Contract Number: 15/041JN-16)

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 **Vaughn Construction** (hereinafter "Service Provider"), with mailing address at 10355 Westpark Drive Houston, Texas 77042 (phone 713-243-8300). 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 Statement of Work/Proposal, dated August 21, 2020 which is incorporated herein as if copied in full;

B. Choice Partners Contract Number: 15/041JN-16; 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 Statement of Work/Quotation dated August 21, 2020 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $13,929.00, 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.

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	$1,000,000	$1,000,000

(including death)		
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance 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 Statement of Work/Proposal, dated August 21, 2020 which is 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 _____, 20____ 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
Mike Simpson, Secretary

Date: 08/28 ___, 20 20

Exhibit(s)
Statement of Work/Proposal, dated August 21, 2020
(Incorporated herein as if copied in full)

Aug 21st, 2020

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: **Dwayne Gossett**

Reference: **Proposal – WILCO Road and Bridge Roof Insulation and Ceiling**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **$13,929**(Thirteen Thousand Nine Hundred and Twenty-Nine) dollars and 00/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	$ 14,214.00
Contractor Coefficient:	0.98
Subtotal:	$ 13,929.72
Non Pre-Priced Item:	$ 0.00
Bond Cost:	$ 0.00
Total Base Cost:	**$13,929.00**

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Restroom access provided for contractor
- Dumpster location provided for contractor
- Office/ work area provided for contract
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the

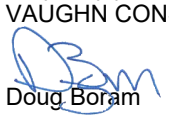
Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work
- Excludes any HVAC work including Test and Balance.
- Excludes any flooring work.

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION



Doug Boram

Road and Bridge Roof Insulation and Ceiling

3101 SE Inner Loop
Georgetown TX 78626

Data Release : Year 2020 Quarter 3

Unit Cost Estimate

Quantity	LineNumber	Line Source		Description	Unit	O&P	Ext. Total	Labor Type	Data Release	CCI Location
2300	090505101200			Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	S.F.	$	943.00	RR	Year 2020 Quarter 3	TEXAS / AUSTIN (786-787)
2300	133419507600			Pre-engineered steel building, insulation, vinyl/scrim/metalized polyester (VRP) faced, with steel banding, rated .6 lb density, 10" thick, R-30	S.F.	$	4,278.00	RR	Year 2020 Quarter 3	TEXAS / AUSTIN (786-787)
2300	017613200020			Temporary protection, flooring, taped seams, 1/8" tempered hardboard	S.F.	$	2,599.00	RR	Year 2020 Quarter 3	TEXAS / AUSTIN (786-787)
2300	092226138800			Suspended ceiling system, 2" carriers, 24" OC with 1-5/8" channels, 16" OC, incl. carriers	S.F.	$	6,394.00	RR	Year 2020 Quarter 3	TEXAS / AUSTIN (786-787)

Summary of Base Cost:

RS Means Total "O&P":		**$ 14,214.00**
Contractor Coefficient:		$ 0.98
Subtotal:		$ 13,929.72
Non Pre-Priced Item:		$ -
Bond Cost:		$ -
Total Base Cost:		**$ 13,929.72**

Commissioners Court - Regular Session **35.**

Meeting Date: 09/15/2020

Animal Shelter HVAC

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 Dustin Moore d/b/a Team Services to provide the installation of two new AC units at the Williamson County Animal Shelter in the amount of $16,840.00 and authorizing execution of the agreement.

Background

This agreement to remove and replace two existing units with two brand-new units along with all connections and wiring at the Williamson County Animal Shelter per the quote attached. 3 quotes were obtained. Department point of contact is Thomas Solis. Funding Source P435.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:16 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:23 AM
Form Started By: Andrew Portillo		Started On: 09/09/2020 11:47 AM
Final Approval Date: 09/10/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Wilco Animal Shelter HVAC)
(Team Services)

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 **Dustin Moore d/b/a Team Services** (hereinafter "Service Provider"), with offices at 2201 Patterson Industrial Dr. Ste 200 Austin, Texas 78660 (ph. 512.994.3000). 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 Statement of Work/Quotation(s), dated August 20, 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.

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 Fee Proposal, dated July 15, 2019, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $16,840.00, 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.

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 Fee Proposal with Scope of Work for Installation, dated August 20, 2020, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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 _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:

Shalon McDaniel

Date: 9/9 ___, 2020

Exhibit "A"
Price Quote Dated August 20, 2020
(Incorporated herein as if copied in full)

Bidding Contractor: Williamson County Facilities Department **Date:** 08/20/2020

Attention: Thomas Solis

Project Name: Williamson County Animal Shelter System Change Outs

Project Location: 1855 SE Inner Loop Drive, Georgetown, Tx 78626

Plan Date: None **Specs Seen:** None Seen **Addenda Seen:** None Seen

Included in Base Price:

1. Demo of (1) existing 7.5ton split system including AHU, electric heater and associated condensing unit.
2. Demo of (1) existing 5ton split system including AHU, furnace and associated condensing unit.
3. Provide and install (1) new Trane 7.5ton split system including new electric duct heater and condensing unit.
4. Provide and install (1) new Trane 5ton split system including AHU, furnace and condensing unit.
5. Disconnection and reconnection of existing externally wrapped sheet metal duct as required. Includes sealing of duct once connected and re-insulation as required.
6. Disconnection and reconnection of existing high voltage power to both AHU's and condensers.
7. Disconnection and reconnection of existing gas piping to 5ton furnace.
8. Disconnection and reconnection of existing flue piping. Additional B-vent as required.
9. Disconnection and reconnection of existing refrigerant and condensate piping as required. Includes patching of Armaflex insulation as needed.
10. Disconnection and reconnection of existing control wiring between AHU, furnace and condensing units.
11. Flush existing refrigerant lines as required.
12. Charge new systems with R410 refrigerant.
13. Start-up of split systems and gas furnace to verify operation.
14. Haul-off and removal of old AHU's and condensers.
15. Clean-up of work space when complete.
16. One-year warranty on new equipment & material provided by TEAM Services.

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING: 1. APPROVAL OF CONTRACTOR'S CREDIT AND/OR RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS. 2. THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT. NOTE: Quote may be withdrawn by us if not accepted within 30 days

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157 Austin, TX 78711
1-800-803-9202, 512-463-6599 www.tdlr.texas.gov

Not included in Base Price:

1. Tax.
2. Afterhours labor or prevailing wage/scale wage.
3. Mechanical permit or engineered plans of any kind. This is a like for like change out.
4. Test and balance of any kind.
5. Disconnection of existing DDC controls or reconnection of DDC controls. Will be done by the facilities department.
6. Flexible conduit, conduit pipe or J boxes necessary to conceal all low voltage wiring.
7. Warranty on existing HVAC equipment or controls.
8. Correction of code violations.

Quoted Base Price: $16,840.00 + Tax if applicable

Dustin Moore

Dustin Moore	**Customer Approval**	**Date**
512-994-3000		
dmoore@teamservicestx.com		

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING: 1. APPROVAL OF CONTRACTOR'S CREDIT AND/OR RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS. 2. THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT. NOTE: Quote may be withdrawn by us if not accepted within 30 days

Commissioners Court - Regular Session **36.**

Meeting Date: 09/15/2020

Advertisement Approval T1853 Corridor E Planning

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 Corridor E Planning under RFQ #T1853. Funding source P359, P371 and P372.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor E from US 79 to future extension of Ronald Reagan east of IH 35 (refer to Exhibit 1). One or more firms may be selected to provide services for the project. Department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:28 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:30 AM
Form Started By: Thomas Skiles		Started On: 09/08/2020 07:44 AM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **37.**

Meeting Date: 09/15/2020

Advertisement Approval T1852 Anderson Mill/RM620 Expansion Planning

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Planning for Anderson Mill Road and RM 620 Extension under RFQ #T1852. Funding source P337 & P338.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of schematics and possible design of the extension of Anderson Mill Road from FM 734 to Loop 1, the extension of a roadway from the RM 620/SH 45 intersection to McNeil Road and related transportation planning. One or more firms may be selected to provide services for the project. Department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:29 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:30 AM
Form Started By: Thomas Skiles		Started On: 09/08/2020 07:47 AM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **38.**

Meeting Date: 09/15/2020

Annual exemption for vehicle and equipment repairs

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex.Loc. Gov't Code $262.024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY20/21 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Section 262.024.(a)(11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption (see details on attached document):

1.Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:1.“PARTS” is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
2.“REPAIR SERVICES” is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
3.“VEHICLES” is defined as “Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV’s. etc.)”
4.“EQUIPMENT” is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

This process was reviewed in 2016 by Legal, Purchasing and Fleet and will remain in effect if re-approved. This exemption must be approved annually by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

vehicle parts and equipment exemption

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:30 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:31 AM
Form Started By: Kerstin Hancock		Started On: 09/08/2020 08:13 AM
Final Approval Date: 09/10/2020		

WILLIAMSON COUNTY
1848

Randy Barker, CPPB, CPPO
PURCHASING AGENT / DIRECTOR

Vehicle and Equipment Repairs Exemption

09/15/2020

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions to better clarify which items may be excluded as part of the exemption.

1. Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:
    a. **"PARTS"** is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    b. **"REPAIR SERVICES"** is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    c. **"VEHICLES"** is defined as "Motorized equipment not operating on rails (including cars, trucks, motorcycles, ATV's. etc.)"
    d. **"EQUIPMENT"** is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the $50K bidding threshold. However, this does not negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure "best value" is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to Commissioners Court for approval.

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Ste P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

2. What about these items? Do they qualify under the exemption?
    a. Are the purchase of vehicles and equipment exempted?

        No. This exemption is for the *maintenance and repair* of county vehicles and equipment and does not include either the original purchase; or installation of accessories.

    b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    c. Oils, grease, other lubricants and fluids:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    d. Tires and tubes:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    e. Towing (of vehicles and equipment back to Wilco or another repair yard):

        This would qualify as a repair service under this exemption, since the service is needed "to return the Vehicles or Equipment back to its fully operational status". This type of towing would be exempted to "get our equipment home" and does not include towing of a car to be impounded by the Sheriff's Office since it is not property owned by the County OR being returned to fully operational status.

    f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

        These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Ste P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

Commissioners Court - Regular Session **39.**

Meeting Date: 09/15/2020

1911 Herbicides renewal

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 Herbicides Contract #1911, renewal option period 1, for the same pricing, terms and conditions as the existing contract with Nutrien Ag Solutions, Inc. for the term September 24, 2020 – September 23, 2021, and authorizing execution of the renewal agreement.

Background

This is an extension for the Herbicides contract. The Road and Bridge Department submitted a Vendor Performance Report requesting renewal. The department point of contact is James Williams. The funding source is in budget under Chemicals, Roadside Spraying, 01.0200.0210.003554

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1911 Herbicides renewal 1

Bid pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:35 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:46 AM
Form Started By: Dianne West		Started On: 09/08/2020 02:53 PM
Final Approval Date: 09/10/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Nutrien Ag Solutions Inc		
Vendor Address:	3005 Rocky Mountain Ave, Loveland, CO 80538		
Purpose/Intended Use of Product or Service (summary):			
Herbicides			
P.O./Contract Number:	1911	**Effective Date:**	9.24.20
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	9.23.21
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 24, 2020 – September 23, 2021
Initial Contract Period	September 24, 2019 – September 23, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor: Nutrien Ag Solutions, Inc.

Name: Tim Smith

Title: Division Manager

Signature_____

Date__9/2/2020_____

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell

Williamson County Judge

Signature_____

Date _____

1911 IFB Herbicides

Nutrien Ag Solutions

Bid Sheet

#	Description	Container	Container Units	Estimated Annual Quantity	Container Unit Price
1	RANGER PRO	DRUM	30 GAL	90	$306
2	ELEMENT 3A	JUG	2.5 GAL	20	$87.55
3	VASTLAN	JUG	2.5 GAL	36	$188.70
4	VASTLAN	DRUM	15 GAL	6	$1,069.35
5	OPENSIGHT	PACKAGE	1.25 LBS	45	$105
6	ESPLANADE 200 SC	JUG	2.5 GAL	15	$2,924.80
7	ARSENAL	JUG	2.5 GAL	500	$120.95
8	ARSENAL	DRUM	15 GAL	75	$725.70
9	FINALE	JUG	2.5 GAL	800	$95.85
10	FINALE	TOTE	250 GAL	8	$10,011.70
11	OUTRIDER	CASE (Assume 20oz Container, 10x20oz Container per Case)	1 CASE	2	$2,908
12	METHOD 240 SL	JUG	2.5 GAL	30	$796.80
13	NIS SURFACTANT	JUG	2.5 GAL	20	$23.50
14	DEFOAMER	JUG	1 GAL	30	$25.05
	Total				

Comment:
The Price Sheet should be included in each copy of the Bid if submitted via hard-copy.

Note: Any reworked version of the price sheet that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

***If you are bidding "generic" or "equivalent" items you may upload documentation here to support those items.**

Please do not upload any other documents to this field.

Commissioners Court - Regular Session **40.**

Meeting Date: 09/15/2020

Authorize issuing T1873 IFB Ronald Reagan at Silver Spur/Ronald Reagan at Sun City

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 construction of safety improvements at Ronald Reagan Blvd at Silver Spur Blvd and Ronald Reagan Blvd at Sun City Blvd under IFB #T1873. Funding Source is P354.

Background

Williamson County is seeking qualified contractors to construct safety improvements at Ronald Reagan Blvd at Silver Spur Blvd and Ronald Reagan Blvd at Sun City Blvd. The safety improvements will include flashing beacon traffic signals, left turn lane, and paved shoulders consisting of excavation, embankment, flexible base, HMACP, drainage improvements, signing and pavement markings and illumination. Randy Ehresman -HNTB is the point of contact, funding project P354 – Ronald Reagan Blvd @ Silver Spur Blvd. P357 – Ronald Reagan Blvd @ Sun City Blvd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:22 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:25 AM
Form Started By: Johnny Grimaldo		Started On: 09/09/2020 01:57 PM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **41.**

Meeting Date: 09/15/2020

HNTB 70391 WA2 Road Bond GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $8,093,357.00 to expire September 30, 2021 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 WA2 Road Bond GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/10/2020 12:03 PM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 12:09 PM
Form Started By: Vicky Edwards		Started On: 09/10/2020 10:05 AM
Final Approval Date: 09/10/2020		

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ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 02

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2020, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road Bond Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County FY 2019 Road Bond Program.

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2020. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2020 – September 30, 2021

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $ 8,093,357.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: Michelle Dippel DA5206102E25426...
Name: _____	Name: Michelle Dippel
Title: _____	Title: Vice President
Date: _____	Date: 9/10/2020

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EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program

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for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.

15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

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17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.

22. Prepare and issue project documentation throughout the duration of the project.

23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.

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- Review reasonableness of engineering fee estimate for each project.
- Assist Client in negotiation of contracts with selected firms.
- Conduct kick-off meeting with project firm/team.
- Review QA/QC plans submitted by design firms for conformance with County requirements.
- Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
- Provide design services for Road Bond projects when requested by County.
- Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.

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- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
   - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
   - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.

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- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract

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time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.

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- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT D
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 2

	Principal	Sr. Project Advisor	Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Environmental Specialist	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	ROW Agent	Sr. Construction Manager	Construction Manager
October 1, 2020 - September 30, 2021	1,633	-	272	7,445	6,596	1,976	1,830	457	286	1,201	229	114	114	229	31	1,874	2,116
WORK AUTHORIZATION TOTALS	1,633	-	272	7,445	6,596	1,976	1,830	457	286	1,201	229	114	114	229	31	1,874	2,116
BILLING RATES	$ 360	$ 325	$ 284	$ 274	$ 222	$ 200	$ 200	$ 170	$ 198	$ 115	$ 120	$ 117	$ 196	$ 112	$ 144	$ 188	$ 165
TOTAL HNTB LABOR	$ 587,880	$ -	$ 77,248	$ 2,039,930	$ 1,464,312	$ 395,200	$ 366,000	$ 77,690	$ 56,628	$ 138,115	$ 27,480	$ 13,338	$ 22,344	$ 25,648	$ 4,464	$ 352,312	$ 349,140
HNTB Fee																	
October 1, 2020 - September 30, 2021																	
SUBTOTAL																	
CTC Inc Fee																	
October 1, 2020 - September 30, 2021																	
SUBTOTAL																	
JOB TOTALS																	

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	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Sr. Project Analyst	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Scheduler	Intern	TOTALS
October 1, 2020 - September 30, 2021	2,295	4,232	2,116	114	114	-	31	-	374	114	1,976	3,977	57	1,140	42,943
WORK AUTHORIZATION TOTALS	2,295	4,232	2,116	114	114	-	31	-	374	114	1,976	3,977	57	1,140	42,943
BILLING RATES	$ 155	$ 135	$ 125	$ 172	$ 150	$ 112	$ 198	$ 140	$ 96	$ 160	$ 144	$ 90	$ 158	$ 75	
TOTAL HNTB LABOR	$ 355,725	$ 571,320	$ 264,500	$ 19,608	$ 17,100	$ -	$ 6,138	$ -	$ 35,904	$ 18,240	$ 284,544	$ 357,930	$ 9,006	$ 85,500	$ 8,023,244

		Total Hours	Expenses Print/Repro	Expenses Travel	Labor	Subconsultant Fees	TOTAL FEE
HNTB Fee							
October 1, 2020 - September 30, 2021		42,943	$ 10,000	$ 50,000	$ 8,023,244		$ 8,083,244
SUBTOTAL		**42,943**					**$ 8,083,244**
CTC Inc Fee							
October 1, 2020 - September 30, 2021		68	$ -	$ 58		$ 10,055	$ 10,113
SUBTOTAL		**68**					**$ 10,113**
JOB TOTALS		43,011	$ 10,000	$ 50,058	$ 8,023,244	$ 10,055.44	$ 8,093,357

Commissioners Court - Regular Session **42.**

Meeting Date: 09/15/2020

HNTB 77139 WA2 Road & Bridge GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $1,273,767.00 to expire September 30, 2021 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management. Funding source: Long Range Transportation Funds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 WA2 Road & Bridge GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/10/2020 12:03 PM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 12:09 PM
Form Started By: Vicky Edwards		Started On: 09/10/2020 10:05 AM
Final Approval Date: 09/10/2020		

DocuSign Envelope ID: BAB03E02-09B0-4701-95A0-04F9656E7D03

WORK AUTHORIZATION NUMBER 02

This Work Authorization is made as of this 1st day of October 2020, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road and Bridge Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2020. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2020 – September 30, 2021

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $1,273,767.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: Michelle Dippel DA5206102E25426...
Name: _____	Name: Michelle Dippel
Title: _____	Title: Vice President
Date: _____	Date: 9/10/2020

DocuSign Envelope ID: BAB03E02-09B0-4701-95A0-04F9656E7D03

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.

15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.

21. Prepare and issue project documentation throughout the duration of the project.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Provide design services for Road Bond projects when requested by County.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.

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- Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda

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prior to distribution to plan holders.
- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
   - Receive and review QC test results for compliance with the specifications.
   - Schedule oversight (QA) testing on behalf of the County. Oversee the independent

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testing firms.

- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

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5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT D
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 2

	Principal	Sr. Project Advisor	Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Environmental Specialist	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	ROW Agent	Sr. Construction Manager	Construction Manager
October 1, 2020 - September 30, 2021	241	-	75	665	537	202	585	101	44	127	114	31	31	31	31	202	202
WORK AUTHORIZATION TOTALS	241	-	75	665	537	202	585	101	44	127	114	31	31	31	31	202	202
BILLING RATES	$ 360	$ 325	$ 284	$ 274	$ 222	$ 200	$ 200	$ 170	$ 198	$ 115	$ 120	$ 117	$ 196	$ 112	$ 144	$ 188	$ 165
TOTAL HNTB LABOR	$ 86,760	$ -	$ 21,300	$ 182,210	$ 119,214	$ 40,400	$ 117,000	$ 17,170	$ 8,712	$ 14,605	$ 13,680	$ 3,627	$ 6,076	$ 3,472	$ 4,464	$ 37,976	$ 33,330

HNTB Fee October 1, 2020 - September 30, 2021 **SUBTOTAL**	
Gray Engineering Fee October 1, 2020 - September 30, 2021 **SUBTOTAL**	
JOB TOTALS	

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	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Sr. Project Analyst	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Scheduler	TOTALS
October 1, 2020 - September 30, 2021	202	404	202	31	31	31	13	-	114	57	202	431	13	4,950
WORK AUTHORIZATION TOTALS	202	404	202	31	31	31	13	-	114	57	202	431	13	4,950
BILLING RATES	$ 155	$ 135	$ 125	$ 172	$ 150	$ 112	$ 198	$ 140	$ 96	$ 160	$ 144	$ 90	$ 158	
TOTAL HNTB LABOR	$ 31,310	$ 54,540	$ 25,250	$ 5,332	$ 4,650	$ 3,472	$ 2,574	$ -	$ 10,944	$ 9,120	$ 29,088	$ 38,790	$ 2,054	$ 927,120

	Total Hours		Expenses Print/Repro	Expenses Travel	Labor	Subconsultant Fees	TOTAL FEE
HNTB Fee							
October 1, 2020 - September 30, 2021	4,950		$ 10,000	$ 10,000	$ 927,120		$ 947,120
SUBTOTAL	**4,950**						**$ 947,120**
Gray Engineering Fee							
October 1, 2020 - September 30, 2021	2,366		$ 2,500	$ 2,500		$ 321,647	$ 326,647
SUBTOTAL	**2,366**						**$ 326,647**
JOB TOTALS	7,316		$ 12,500	$ 12,500	$ 927,120	$ 321,647	$ 1,273,767

Commissioners Court - Regular Session **43.**

Meeting Date: 09/15/2020

Walker 2586 WA1 SA1 On Call Surveying

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services.

Background

This supplemental is to increase the maximum amount payable to $44,330.00. Funding source: 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 2586 WA1 SA1 On Call Surveying

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:22 AM
Form Started By: Vicky Edwards		Started On: 09/10/2020 10:07 AM
Final Approval Date: 09/10/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Surveying Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective May 19, 2020 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $25,000.00 to $44,330.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: Karen J Walker	By: _____
Signature	Signature
Karen J Walker	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
9/9/2020	_____
Date	Date

Attachment C - Work Schedule

Walker Texas Surveyors, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **44.**

Meeting Date: 09/15/2020

Preliminary plat for the Steele Addition subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Steele Addition subdivision – Precinct 4.

Background

This proposed subdivision consists of 1 residential lot and no new roads.

Timeline

2020-07-06 – initial submittal of the preliminary plat
2020-08-04 – 1st review complete with comments
2020-08-26 – 2nd submittal of preliminary plat
2020-09-09 – 2nd review complete with comments cleared
2020-09-10 – preliminary plat placed on the September 15, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

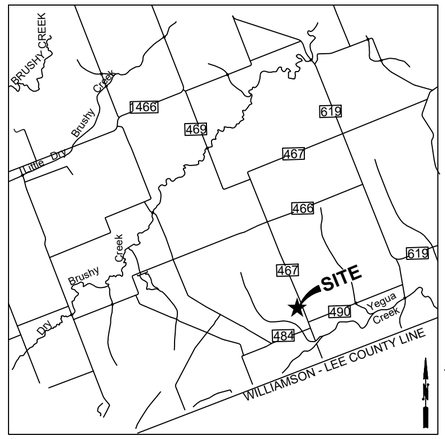
Attachments

preliminary plat - Steele Addition

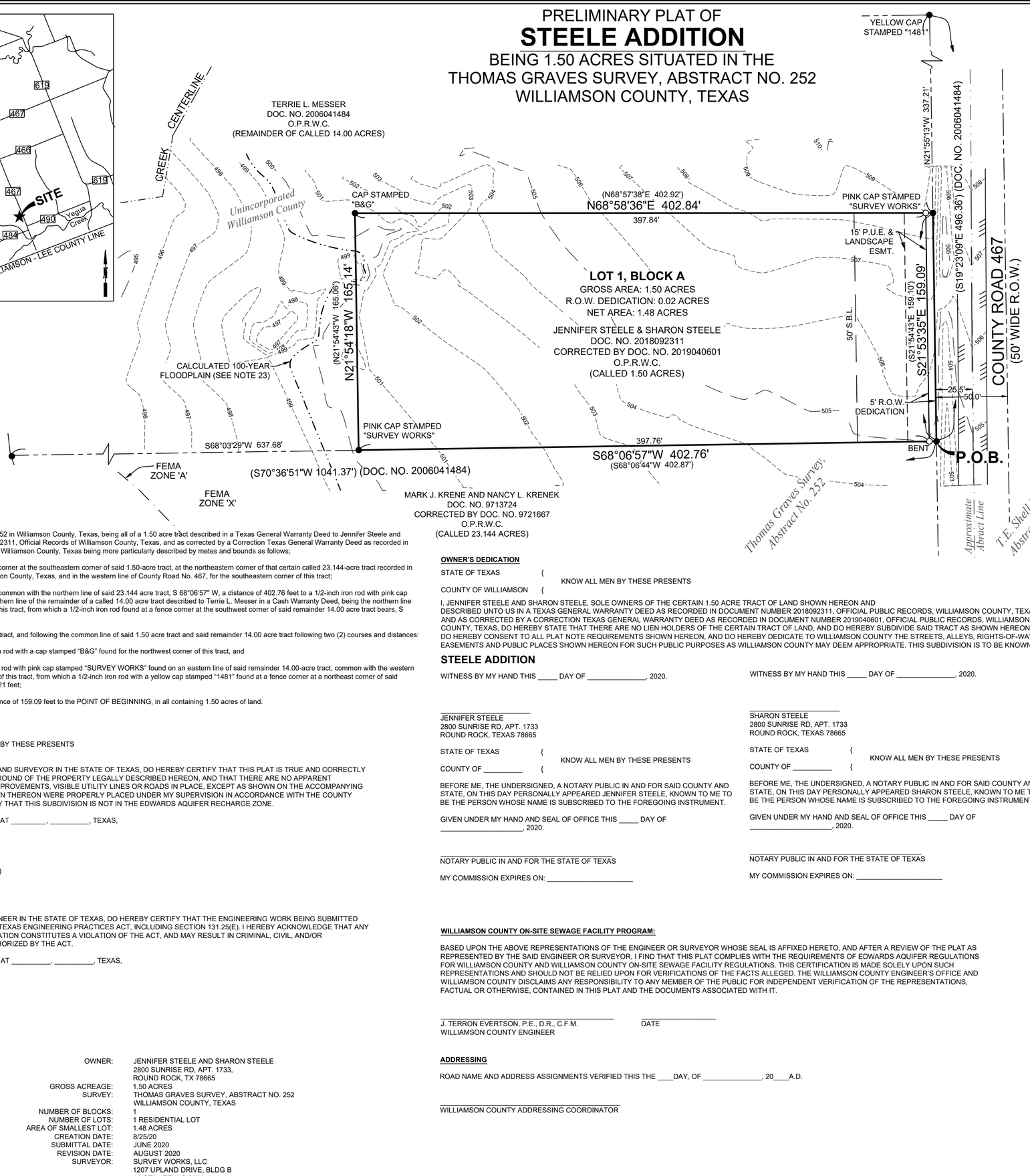
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:37 AM
Form Started By: Adam Boatright		Started On: 09/10/2020 10:21 AM
Final Approval Date: 09/10/2020		

PRELIMINARY PLAT OF
STEELE ADDITION
BEING 1.50 ACRES SITUATED IN THE THOMAS GRAVES SURVEY, ABSTRACT NO. 252 WILLIAMSON COUNTY, TEXAS



VICINITY MAP
(NOT TO SCALE)



LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET (PINK CAP STAMPED "SURVEY WORKS 6356")
VOL. PG.	VOLUME AND PAGE
D.R.W.C.	DEED RECORDS WILLIAMSON COUNTY
DOC. NO.	DOCUMENT NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
S.B.L.	SETBACK LINE

METES AND BOUNDS DESCRIPTION

BEING out of the Thomas Graves Survey, Abstract No. 252 in Williamson County, Texas, being all of a 1.50 acre tract described in a Texas General Warranty Deed to Jennifer Steele and Sharon Steele as recorded in Document Number 2018092311, Official Records of Williamson County, Texas, and as corrected by a Correction Texas General Warranty Deed as recorded in Document Number 2019040601, Official Public Records, Williamson County, Texas being more particularly described by metes and bounds as follows;

BEGINNING at a bent 1/2-inch iron rod found at a fence corner at the southeastern corner of said 1.50-acre tract, at the northeastern corner of that certain called 23.144-acre tract recorded in Document Number 9713724, Official Records of Williamson County, Texas, and in the western line of County Road No. 467, for the southeastern corner of this tract;

THENCE along the southern line of said 1.50 acre tract, common with the northern line of said 23.144 acre tract, S 68°06'57" W, a distance of 402.76 feet to a 1/2-inch iron rod with pink cap stamped "SURVEY WORKS" found in a fence in the southern line of the remainder of a called 14.00 acre tract described to Terrie L. Messer in a Cash Warranty Deed, being the northern line of said 23.144 acre tract, for the southwestern corner of this tract, from which a 1/2-inch iron rod found at a fence corner at the southwest corner of said remainder 14.00 acre tract bears, S 68°03'29" W a distance of 637.68 feet;

THENCE departing the northern line of said 23.144 acre tract, and following the common line of said 1.50 acre tract and said remainder 14.00 acre tract following two (2) courses and distances:

N 21°54'18" W a distance of 165.14 feet to a 1/2-inch iron rod with a cap stamped "B&G" found for the northwest corner of this tract, and

N 68°58'36" E a distance of 402.84 feet to a 1/2-inch iron rod with pink cap stamped "SURVEY WORKS" found on an eastern line of said remainder 14.00-acre tract, common with the western line of said Count Road 467, for the northeastern corner of this tract, from which a 1/2-inch iron rod with a yellow cap stamped "1481" found at a fence corner at a northeast corner of said 14.00-acre tract bears, N 21°55'13" W a distance of 337.21 feet;

THENCE along said common line, S 21°53'35" E, a distance of 159.09 feet to the POINT OF BEGINNING, in all containing 1.50 acres of land.

SURVEYOR'S DEDICATION

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, DEREK KINSAUL, 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 THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE COUNTY SUBDIVISION REGULATIONS. I DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT _____, _____, TEXAS,
THIS _____ DAY OF _____, 2020.

_____
DEREK KINSAUL
REGISTERED PROFESSIONAL SURVEYOR (SEALED)
NO. _____ STATE OF TEXAS

ENGINEER'S CERITIFCATION

I, _____, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ENGINEERING WORK BEING SUBMITTED HEREIN COMPLIES WITH ALL PROVISIONS OF THE TEXAS ENGINEERING PRACTICES ACT, INCLUDING SECTION 131.25(E). I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT, AND MAY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT _____, _____, TEXAS,
THIS _____ DAY OF _____, 2020.

_____
PRINTED NAME
REGISTERED PROFESSIONAL ENGINEER
NO. XXXXX STATE OF TEXAS

OWNER'S DEDICATION

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, JENNIFER STEELE AND SHARON STEELE, SOLE OWNERS OF THE CERTAIN 1.50 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED UNTO US IN A TEXAS GENERAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 2018092311, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND AS CORRECTED BY A CORRECTION TEXAS GENERAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 2019040601, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, 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 DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS

STEELE ADDITION

WITNESS BY MY HAND THIS _____ DAY OF _____, 2020.

_____
JENNIFER STEELE
2800 SUNRISE RD, APT. 1733
ROUND ROCK, TEXAS 78665

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JENNIFER STEELE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

WITNESS BY MY HAND THIS _____ DAY OF _____, 2020.

_____
SHARON STEELE
2800 SUNRISE RD, APT. 1733
ROUND ROCK, TEXAS 78665

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF _____ {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHARON STEELE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY PROGRAM:

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

_____ _____
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY ENGINEER

ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____DAY, OF _____, 20____A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

FLOOD NOTE

INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS PRECLUDE A SURVEYOR FROM CERTIFYING TO THE ACCURACIES OF LOCATIONS BASED ON SUCH MAPS.

ALL FLOODPLAIN INFORMATION ON THIS SURVEY IS FOR GRAPHICAL DEPICTION ONLY, AS SCALED OFF OF FIRM PANEL MAP NUMBER 48491C0725F FOR WILLIAMSON COUNTY, TEXAS, EFFECTIVE DATE OF 12/20/2019.

SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN FEMA ZONE 'X', DEFINED AS AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

DATUM & BEARING BASIS

TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD 83.
ELEVATION DATA NAVD 88, GEOID 12B.
DISTANCES IN US SURVEY FEET (GRID).

0 50' 100'
SCALE: 1" = 50'

PLAT NOTES

1. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
2. IN ADDITION TO THE EASEMENTS SHOWN HEREON, A FIFTEEN (15) FOOT WIDE PUBLIC UTILITY AND LANDSCAPE EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY ON ALL LOTS IN THIS SUBDIVISION WILL BE DEDICATED WITH THE FINAL PLAT.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONCOR.
6. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
7. ALL SEDIMENTATION, FILTRATION, DETENTION AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES FO THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
8. 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 CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
9. THE LANDOWNER ASSUMES ALL RISK 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 WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OF NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
11. THE MONUMENTS FOUND HAVE BEEN ROTATED TO THE NAD 83/93 HARN-TEXAS CENTRAL ZONE AND NAVD 88.
12. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
13. 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 WILLIAMSON COUNTY, TEXAS. WILLIAMSON COUNTY ASSUMES ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
14. WILLIAMSON 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 OF 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 CITY AND/OR COUNTY.
15. 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.
16. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1.
17. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
18. 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.
19. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
20. ONE-WAY 'CIRCULAR' DRIVEWAYS SHALL BE PROHIBITED ONTO C.R. 467.
21. DRIVEWAY SPACING SHALL BE NO CLOSER THAN 100FT MEASURED FROM CENTER TO CENTER.
22. 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 LICENCSE AGREEMENT WITH WILLIAMSON COUNTY.
23. CALCULATED 100-YEAR FLOODPLAIN SHOWN IS PROVIDED FROM DRAINAGE REPORT PREPARED BY SURVEY WORKS, DATED JUNE 23, 2020.

COUNTY JUDGE CERTIFICATION

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, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK CERTIFICATION

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 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 E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PREPARED FOR: KEEPERS LAND
PROJECT NO. 16-0047.01

SURVEY WORKS
INFO@SURVEYWORKSAUSTIN.COM
SURVEYWORKSAUSTIN.COM
1207 UPLAND DRIVE, AUSTIN, TX 78741
FIRM #10194157
(512) 599-8067

SHEET
1 of 1

OWNER:	JENNIFER STEELE AND SHARON STEELE 2800 SUNRISE RD, APT. 1733, ROUND ROCK, TX 78665
GROSS ACREAGE:	1.50 ACRES
SURVEY:	THOMAS GRAVES SURVEY, ABSTRACT NO. 252 WILLIAMSON COUNTY, TEXAS
NUMBER OF BLOCKS:	1
NUMBER OF LOTS:	1 RESIDENTIAL LOT
AREA OF SMALLEST LOT:	1.48 ACRES
CREATION DATE:	8/25/20
SUBMITTAL DATE:	JUNE 2020
REVISION DATE:	AUGUST 2020
SURVEYOR:	SURVEY WORKS, LLC 1207 UPLAND DRIVE, BLDG B AUSTIN, TEXAS 78741 PH: 512-599-8067
ENGINEER:	--

Commissioners Court - Regular Session **45.**

Meeting Date: 09/15/2020

Proclamation of Domestic and Teen Dating Violence Awareness Month

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Proclamation designating October for Domestic and Teen Dating Violence Awareness Month.

Background

Please see attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 05:05 PM
Form Started By: Grace Frias		Started On: 09/09/2020 04:05 PM
Final Approval Date: 09/09/2020		

PROCLAMATION

WHEREAS, the crime of domestic violence violates the basic human rights and dignity due to systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, teen dating violence involves physical, sexual, verbal, emotional, economic, or other teen behaviors including harassment by texting, email or other forms of social media are committed by a person who is intending to harm, threaten, intimidate, harass, control, isolate, or monitor another person with whom they have or have had a dating relationship, and is a reality for many teenagers, one of which many parents and guardians are unaware; and

WHEREAS, the problems of domestic and teen dating violence are not confined to any particular group or groups of people, but occur across all economic, racial, gender and classes, and are supported when society ignores or tolerates violence at home or in our schools, and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, women and men need to work together to bring safety and equality and;

WHEREAS, Hope Alliance is partnering with the Williamson County Domestic Assault Response Team to promote Domestic and Teen Dating Violence Awareness in our local communities, and;

WHEREAS, last year Hope Alliance provided **2,688 Hotline calls. 17,586 Units of Service** (from 30-bed Emergency Shelter). A Unit Service is defined as A face-to-face session between client and Staff person for about 1 hour. **7,983 Shelter Nights. 18,316 Units of Service from Counseling Center**; and **35,902 Combined total Units of Services** provided from all funding services and both the shelter and the counseling, and;

THEREFORE, BE IT PROCLAIMED, that the Williamson County Commissioners Court designates month of October 2020 as

"Domestic and Teen Dating Violence Awareness Month"

And call upon the people of Williamson County to recognize and support the important work accomplished by all area Law Enforcement agencies, Hope Alliance, the Williamson County District Attorney's Office and County Attorney's Office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of Williamson County, Texas to be affixed this 15th day of September 2020.

Commissioners Court - Regular Session **46.**

Meeting Date: 09/15/2020

IT Professionals Day 2020

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution proclaiming September 15, 2020, as National IT Professionals Day in Williamson County.

Background

Started in 2015, National IT Professionals Day celebrates the information technology experts who keep the wheels of business and government turning. It is an all-encompassing holiday honoring all IT professionals, no matter their discipline. We would like to take a moment to recognize and celebrate the service and dedication of the IT professionals in Williamson County. Sponsored by Commissioner Cynthia Long.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IT Professionals Day Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 07:52 AM
Form Started By: Jay Schade		Started On: 09/09/2020 09:10 PM
Final Approval Date: 09/10/2020		

Proclamation

WHEREAS, at one time, business could exist, and even excel, with a Big Chief tablet and a pencil; and,

WHEREAS, the Big Chief tablet gave way to a Lotus 1-2-3 spreadsheet, and the pencil became a dot matrix printer; and,

WHEREAS, technology evolved to include mainframes and micro-computers, mini-computers and personal computers, iPads and iPhones, Androids and Blackberries; and,

WHEREAS, government, and specifically Williamson County, has embraced technology, with courts and jails, emergency services, law enforcement, engineers, clerks and attorneys, judges and accountants, human resources and others, not only embracing, but becoming dependent upon, technology; and,

WHEREAS, behind every technology stands – often silently and invisibly – IT professionals, i.e. technicians and analysts, developers and architects, engineers and administrators, managers and directors, and others who have been content to work behind the scenes and enable innovation and productivity; and,

WHEREAS, the Williamson County Commissioner's Court wishes to show their appreciation for, and celebrate the accomplishments of, Williamson County technology professionals;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby recognizes and proclaims Tuesday, September 15, 2020, as

"National IT Professionals Day"

in Williamson County, and encourages all Williamson County employees and residents to celebrate and honor – and be gentle with – their IT professionals.

Signed, Bill Gravell, County Judge

_____

On behalf of the Williamson County Commissioners Court.

Commissioners Court - Regular Session **47.**

Meeting Date: 09/15/2020

FY 20/21 Proposed Budget Order

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the FY20/21 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY20/21 Proposed Budget Order - Track Changes

FY20/21 Proposed Budget Order - No Markup

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	09/09/2020 09:19 AM
Form Started By: Melissa Goins		Started On: 09/04/2020 02:00 PM
Final Approval Date: 09/09/2020		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2020/2021 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2020/2021;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
l)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2020/2021 budget year is as follows:

Veterans Day	Wednesday	November 11, 2020
Thanksgiving Holiday	Thursday Friday	November 26, 2020 November 27, 2020
Christmas Holiday	Thursday Friday	December 24, 2020 December 25, 2020
New Year's Holiday	Thursday Friday	December 31, 2020 January 1, 2021
Martin Luther King Day	Monday	January 18, 2021
President's Day	Monday	February 15, 2021
Good Friday	Friday	April 2, 2021
Memorial Day	Monday	May 31, 2021
Independence Holiday	Monday	July 5, 2021
Labor Day	Monday	September 6, 2021

See Addendum: The Williamson County Employee Policy Manual (March 3, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) - Designated positions will be paid $250 per month.

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, ~~$300~~ $600 per week
Facilities Maintenance – Maximum of 2 non – exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week
Emergency Management – Maximum of 1 non-exempt position, $100 per week

~~**Sheriff's Office:**~~
~~**Detectives** – Maximum of 2 positions, $200 per week~~
~~**Sergeant Detective** – Maximum of 1 position, $200 per week~~
~~**Crime Scene/ Special Evidence Tech** – Maximum of 1 position, $200 per week~~
~~**SWAT** – Maximum of 8 positions, $200 per week~~
~~**Transportation Deputies** (Corrections) – Maximum of 2 positions, $200 per week~~
~~**Victim's Assistance** – Maximum of 1 position, $200 per week~~

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid ~~for~~ by the office listed below to all attorneys who maintain certification ~~for ongoing maintenance of certifications~~ by the Texas Board of Legal Specialization.

District Attorney – Maximum of ~~5~~ 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), $400 per month.
Judicial Board – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods. For Fiscal Year 21 only, an additional $4,667.00 will be paid from October 2020 to December 2020, divided equally per pay period.
District Judges – 5 positions, $13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

9. ~~Public Safety Technology Program Project Management Supplement - As the final, original agencies are converted to the Public Safety Technology systems this supplement –~~

~~which was previously reduced 50% -- will be eliminated altogether following the FY 2020 budget. For FY 2020 the supplement is $6,000, paid equally over 26 pay periods.~~

10. Senior Associate Judge Stipend – A Judge, designated by the District and County Court at Law Judges, who oversees Pre-Trial Services shall receive a stipend of $2,500, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88

hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the

previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October

2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

   i) Training
   ii) Gasoline
   iii) Cell Phones
   iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.

e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

   i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
   ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment

materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

~~**Road and Bridge**~~
~~J. Jansen~~

Emergency Services
R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
~~H. Vargas~~
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the 15th of September 2020.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____	_____
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2020/2021 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2020/2021;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	170,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
l)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2020/2021 budget year is as follows:

Veterans Day	Wednesday	November 11, 2020
Thanksgiving Holiday	Thursday Friday	November 26, 2020 November 27, 2020
Christmas Holiday	Thursday Friday	December 24, 2020 December 25, 2020
New Year's Holiday	Thursday Friday	December 31, 2020 January 1, 2021
Martin Luther King Day	Monday	January 18, 2021
President's Day	Monday	February 15, 2021
Good Friday	Friday	April 2, 2021
Memorial Day	Monday	May 31, 2021
Independence Holiday	Monday	July 5, 2021
Labor Day	Monday	September 6, 2021

See Addendum: The Williamson County Employee Policy Manual (March 3, 2020). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) - Designated positions will be paid $250 per month.

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $600 per week
Facilities Maintenance – Maximum of 2 non – exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week
Emergency Management – Maximum of 1 non-exempt position, $100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

District Attorney – Maximum of 18 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), $400 per month.
Judicial Board – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.

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IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

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2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may

include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

    i) Training
    ii) Gasoline
    iii) Cell Phones
    iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.

e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

    i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
    ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

    i) Funds for recruitment items must be approved during the annual budget process.
    ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
    iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

    All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Emergency Services
R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
W. Steffen
R. Gauvin

J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone

stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the 15th of September 2020.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **48.**

Meeting Date: 09/15/2020

Hurdsman 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 Rodney A. Hurdsman and Williamson County, Texas settling all claims in relation to Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies, et al., In The United States District Court For The Western District of Texas – Austin Division.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hurdsman Release Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2020 11:43 AM
Form Started By: Hal Hawes		Started On: 09/02/2020 03:38 PM
Final Approval Date: 09/03/2020		

RELEASE OF ALL CLAIMS
AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, Plaintiff/Appellee Rodney Hurdsman ("Hurdsman") was incarcerated in the Williamson County Jail ("WCJ") from April 28, 2015–July 7, 2017, and Hurdsman claimed that Williamson County Texas (the "County"), its officials, and current and former employees, including Kathleen Pokluda, Mike Gleason, Jeffrey Williams, Michael Brumleve, Brien Casey, Jimmy Mobley, Mario Barcenas, Aric Herrera, Julian Villarreal, Bruce Voisine, Doug Wheless, Ronald Barnett, Shamona Harris, Adrian Nira, Jeremy Davis, and Wesley Champion (collectively, the "County Defendants"), violated Hurdsman's constitutional rights and committed other wrongs during his incarceration; and

WHEREAS, the undersigned, Rodney Hurdsman, thereafter filed a lawsuit in the United States District Court for the Western District of Texas, Austin Division, Civil Action No. 1:17-cv-00290-RP-AWA, styled ***Rodney A. Hurdsman v. Williamson County Sheriff Deputies, et al.*** (the "Lawsuit"). Hurdsman filed this Lawsuit seeking recovery for alleged damages, injuries, and expenses allegedly incurred during his incarceration at-issue; and

WHEREAS, the County Defendants/Appellants thereafter appealed to the United States Court of Appeals, 5th Judicial Circuit, No. 20-50102 based on the Individual Defendants claims of qualified immunity (the "Appeal"); and

WHEREAS, Hurdsman's Lawsuit and the County Defendants' Appeal are hereafter collectively referred to as the "Litigation."

WHEREAS, in exchange for consideration described below, Hurdsman has agreed to release and dismiss all claims against the County, its former and current elected officials, and its current and former employees, including Kathleen Pokluda, Mike Gleason, Jeffrey Williams, Michael Brumleve, Brien Casey, Jimmy Mobley, Mario Barcenas, Aric Herrera, Julian Villarreal, Bruce Voisine, Doug Wheless, Ronald Barnett, Shamona Harris, Adrian Nira, Jeremy Davis, and Wesley Champion; and

WHEREAS, the County Defendants deny Hurdsman's allegations, deny contributing to the alleged damages, injuries and expenses of Hurdsman, deny liability, and deny that they are in any way responsible for Hurdsman's alleged damages, if any, but the County has offered to pay to Hurdsman, solely by way of compromise and settlement, and Hurdsman has agreed to accept, solely by way of compromise and settlement, the total sum of **EIGHTY-THREE THOUSAND AND FIVE HUNDRED Dollars & 00/100 ($83,500.00)** ("Settlement Amount"), said sum to be full settlement of all claims asserted or that could be asserted in the Litigation against the County and County Defendants, whether such claims have in fact been asserted; and

WHEREAS, after discussion with his attorneys, Hurdsman enters into this Release of All Claims and Indemnity Agreement ("Agreement") voluntarily.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Rodney A. Hurdsman, on behalf of myself and my heirs, assigns, administrators, executors, legal representatives, beneficiaries and estates, and assigns, and all persons claiming by, through or under me, for a good and valuable consideration, including the total sum of **EIGHTY-THREE THOUSAND AND FIVE HUNDRED Dollars & 00/100 ($83,500.00)**, do hereby **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, the Texas Association of Counties, attorneys, the law firm of GERMER PLLC, all persons and entities in privity with the foregoing, and any other person or entity, though not named herein, who may be legally liable to me, or against whom claims could have been asserted by me, as a result of the above-described incarceration in the WCJ (hereinafter, collectively the "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 the above-described incident, including, but not limited to, any claims of negligence, gross negligence, excessive force, false arrest, false imprisonment, failure to provide proper medical care, corporal punishment, violations of the First Amendment, discrimination, retaliation, constitutional tort, wrongful death, survival action, any other tort or intentional tort, and any other claim arising under the United States and Texas Constitutions, and any other constitution, statute, or common law, including but not limited to any claims under the Texas Tort Claims Act, and any claims made actionable by 42 U.S.C. § 1983.

I intend this Release to be as broad and comprehensive as possible and to encompass any claims that I presently have or may acquire or discover in the future. Without limitation, I further acknowledge that this Release 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, incidental and consequential damages, punitive damages, penalties, fines, attorneys' fees, pre-judgment interest, financial and pecuniary damages such as medical expenses, property damage, lost wages, loss of earning capacity, loss of income, loss of inheritance, medical expenses, burial or funeral expenses, and loss of profits; intangible damages, pain and suffering, mental anguish, bystander mental anguish, distress, embarrassment, humiliation, inconvenience, disfigurement, physical impairment, reputational injuries, and loss of society, services, felicity, support, advice, counsel, love, help, solace, affection, guidance, counseling, household help, companionship and protection, comfort, inheritance, enjoyment of life, familial relationship and consortium.

It is my intention that the consideration stated herein shall be the full compensation for me for all injuries and damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the above-described incarceration in the WCJ giving rise to the Litigation. It is my intention and I understand that, by this Release, I am not reserving any claims against any of the Released Parties, whether named or unnamed, arising out of the above-described incarceration in the WCJ giving rise to the Litigation. In consideration herein, I agree to make no further claim against any of the Released Parties for any damages or injuries directly or indirectly sustained as a result of the above-described incarceration in the WCJ giving rise to the Litigation.

I UNDERSTAND THAT I WILL NOT RECEIVE ANY MORE MONEY FROM WILLIAMSON COUNTY, ANY OF ITS INSURERS OR INDEMNITORS, THE TEXAS ASSOCIATION OF COUNTIES, OR THE RELEASED PARTIES AS A RESULT OF THE ABOVE-DESCRIBED INCARCERATION IN THE WCJ MADE THE BASIS OF THE LITIGATION.

In entering into this compromise and Agreement, I acknowledge that I relied fully upon my own knowledge and information as to the extent and duration of the alleged 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 of which I am not aware at this time, or which are not foreseeable or in existence at this time, and I acknowledge that this Release and Agreement are intended to extend to and cover such future damages or injuries which I may incur, develop, sustain, or discover. I further represent that my attorneys have explained the terms and effects of this Release and Agreement to me, and that understanding such terms, I desire to accept same and enter into this Release and Agreement.

Only the consideration stated herein has been paid or agreed to be paid for this Release and Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims against the Released Parties which I may have by virtue of the injuries and damages described.

The Releases provided for in this Agreement shall become effective upon, and not until, receipt of the Settlement Amount at the address described below.

SETTLEMENT AMOUNT

The Settlement Amount is made payable as follows:

- $83,500.00, made payable in the form of a check to Rodney A. Hurdsman and delivered to the following address:

  Rodney Hurdsman
  c/o Anthony Arguijo
  Scott Douglass & McConnico, LLP
  303 Colorado Street, Suite 2400
  Austin, Texas 78739.

The County will pay the Settlement Amount to Hurdsman as described above within seven (7) business days after: (1) it receives this fully executed Agreement; (2) it receives any necessary W-9s for Hurdsman and/or his attorneys; (3) Hurdsman's counsel and the County's counsel have agreed on the necessary documentation to be filed with the Courts in order to dismiss the Lawsuit and the Appeal; and (4) completion of the Special Provisions described below.

SPECIAL PROVISIONS

This Agreement is contingent upon obtaining the Williamson County Commissioners' Court approval to the terms stated herein.

This Agreement is contingent upon Hurdsman's attorneys confirming that they have searched for all possible liens against Hurdsman, including any victim restitutions, and any such liens have been fully satisfied.

MEDICARE LIEN AND INDEMNIFICATION:

As to any future Medicare liens arising from the above-described incarceration in the WCJ, I, Rodney A. Hurdsman, 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.

ASSIGNMENT OF CLAIMS:

In order to fully effectuate the terms and intent of this Release, I, Rodney A. Hurdsman, hereby **ASSIGN, TRANSFER** and **CONVEY** unto the Released Parties any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action arising directly or indirectly out of the above-described incarceration in the WCJ giving rise to the Litigation, whether known or unknown, against the Released Parties, and whether now existing or hereafter arising, acquired or discovered. I further agree to execute and deliver any and all additional documents which may be required to effectuate the terms of this Release and assignment.

I represent that I have not assigned, transferred, or pledged to any person or entity an interest in the claims made the subject of this Release and Agreement, other than any interest my attorneys may have.

DISMISSAL OF LITIGATION

I, Rodney A. Hurdsman, hereby agree to the dismissal of the Appeal and instruct my attorneys to sign whatever documentation is necessary to facilitate the dismissal of the Appeal within seven (7) business days of my attorney's receipt of the Settlement Amount as described above. I, Rodney A. Hurdsman, further agree to dismiss the Lawsuit within seven (7) business days of my attorney's receipt of the Settlement Amount as described above.

INDEMNIFICATION:

I, RODNEY A. HURDSMAN, 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 (INCLUDING VICTIM RESTITUTIONS) 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 CLAIMING BY, THROUGH, OR UNDER ME FOR ANY OF THE INJURIES AND/OR DAMAGES SUSTAINED BY ME IN THE ABOVE-DESCRIBED LITIGATION.

NO RELEASING PARTY IS PROVIDING INDEMNITY AS TO ANOTHER RELEASING PARTY.

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 the Released Parties may plead and introduce any or all of this Agreement as a bar and discharge or to enforce the Agreement. 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, and this Agreement is being made without prejudice to any of the rights of the parties.

CONTROLLING LAW:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This 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 of the executed Agreement may be used as originals.

[SIGNATURE PAGE FOLLOWS]

SIGNED this 26TH day of August, 2020.

Rodney A. Hurdsman
RODNEY A. HURDSMAN

THE STATE OF TEXAS §
§
COUNTY OF Jones §

BEFORE ME, the undersigned authority, on this day personally appeared **Rodney A. Hurdsman** known to me to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement and acknowledged to me that he executed the same in the capacities therein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 26 day of August, 2020.

NOTARY PUBLIC STATE OF TEXAS
SHAWN M. ELLISON
Notary Public, State of Texas
NOTARY ID # 129636642
My Commission Exp 10-30-23
Notary Without Bond

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 10-30-2023

Commissioners Court - Regular Session **49.**

Meeting Date: 09/15/2020

Fostering Hope Agreement

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Services Contract between Williamson County and Fostering Hope, Inc. for the provision of grant application and development assistance in relation to the Williamson County Family Recovery Court program.

Background

The Commissioners Court unanimously approved Judge Larson's grant application requesting funding from the Office of Governor to support a Family Recovery Court (FRC), which will improve the outcomes for children involved in the CPS system who have been removed from their homes. The FRC program works with community partners using a non-adversarial, collaborative approach to achieve improved outcomes for children. Parents wanting to obtain long-term recovery from substance abuse disorders are assisted with their goals, allowing them to create a healthy household to raise their children when they are returned. Fostering Hope has been a key non-profit partner and has operated as the project manager for the Family Recovery Court program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fostering Hope Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:52 AM
Commissioner Pct. 2 (Originator)	Kathy Pierce	09/10/2020 01:12 PM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 01:19 PM
Form Started By: Kathy Pierce		Started On: 09/10/2020 09:08 AM
Final Approval Date: 09/10/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR FAMILY RECOVERY COURT CONSULTING SERVICES

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Fostering Hope, Inc.**, a non-profit corporation, (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 Family Recovery Court Program Overview and Scope of Services, marked Exhibit "A," which is 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.

Completion: The services shall be fully and finally completed on or before September 30, 2020. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a

fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be **$20,000.00 to be paid on September 30, 2020**. 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.

Entire Contract & Incorporated Documents; Conflicting Terms: 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. **The attached Family Recovery Court Program Overview and Scope of Services, marked Exhibit "A," which is incorporated herein as if copied in full.**

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

V.

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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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: _____ ___, 20___

SERVICE PROVIDER:

Fostering Hope, Inc.

Amanda Keeter
Authorized Signature

Amanda Keeter
Printed Name

Date: September 9, 2020

Exhibit "A"
Family Recovery Court Program Overview and Scope of Services

A. Overview
Williamson County's Family Recovery Court (FRC) is an alternative to the traditional processing of Child Protective Services cases involving substance abuse. Based on evidence and best practices, the FRC will apply a non-adversarial, collaborative approach and utilize a multidisciplinary team including the presiding judge, Department of Family Protective Services, prosecutors, attorney and guardian ad litems, case-managers, treatment providers, and existing community resources. The FRC will utilize incentives and graduated sanctions to reinforce positive behavior and hold parents and primary caregivers accountable during their participation in the program.

The FRC will focus on cases of abuse or neglect involving parents suffering from substance abuse disorders and any other co-occurring disorders. These cases will focus on families where a removal of the child has occurred. The FRC Team will help provide better outcomes for families involved in these cases by providing problem-solving court services to the child and parents. To graduate, participating parents must demonstrate continuous level of abstinence from drugs and alcohol for a sustainable long-term recovery, satisfy treatment and safety concerns, and demonstrate the establishment of a healthy household for their children.

B. Issue
Child abuse and the wellbeing of children living in unsafe environments is a problem in Williamson County. Records show that there were 882 Child Protective Service cases that resulted in the removal of a child from their home from 2014 through 2018. In reviewing data and the "Affidavit in Support of Extraordinary Relief", provided by the Child Protective Services Investigator with the Texas Department of Family and Protective Services, the majority of these cases involved drugs and/or alcohol that resulted in physical or medical neglect, neglectful supervision or physical abuse.

Substance-abusing parents face significant challenges, hindering their ability to properly care for their children and potentially leading to the termination of parental rights. Parents who abuse substances are often unable to provide stable, nurturing home environments; have low likelihoods of successful reunification with their children; and, have children who tend to stay longer in foster care systems than children of parents who do not abuse substances.

Adverse childhood experiences related to their abuse, neglect, or dependency are also linked to an increase in delinquency and crime. Youth who experience foster care are more likely to present with disruptive behavior disorders. These youth are five times more likely to receive a drug dependence diagnosis. Seventy-five percent of Williamson County youth served by Juvenile Services have been previously involved in the child welfare system. Of these youth, 25% result in residential placement by Williamson County Juvenile Services.

The FRC is going to address the issues caused by substance use disorders and the negative impact that addiction is having on children who are being raised in families riddled with drug and alcohol use. The FRC proposes to improve the effectiveness of substance abuse treatment, with increased services and longer inpatient treatment of parents with addiction problems.

Family drug courts offer a specialized way to address the need for treatment and accountability among participants while supporting opportunities for family reunification. It is the mission of family drug courts to ensure the safety and well-being of children involved with the child welfare

system while offering parents an option to reunify with their children upon completion of treatment and other court requirements. This specialty court is designed to provide life-changing support to break cycles of addiction, while simultaneously holding parents accountable for their decisions.

This new proposed system builds Williamson County's capacity to develop, implement and sustain the community's own solutions to needs within the child welfare system. The FRC centers on a collaborative court model that facilitates work between the legal community and community partners in cases where substance abuse has led to the removal of a child from their home. Parents, who are ready to embrace meaningful life change, the legal community, and community partners work in concert toward the common goal of a heathy and permanent reunification of the family.

II. SERVICE TO BE PROVIDED

A. Description of Service

The FRC is contracting with Service Provider to perform grant application and development assistance to specifically target funding from public and private funders that do not traditionally give to governmental entities like Williamson County. Additionally, the FRC will require the Service Provider to provide the services and deliverables below. Service Provider is being contracted to secure a grant writer and provide oversight and administration for grant writing. Budget dollars identified for this initiative will be used to develop sustainable resources to support the FRC.

B. Scope of Services

The Service Provider will perform grant application and assistance for the FRC as follows:

1. Family and Drug Court Research including interviews of other counties and their staff regarding their versions of a family drug court
2. Calls with each team member to recruit and retain talent, ensuring their involvement in the MOU and launch of the FRC
3. Compilation and edits to the Memorandum of Understanding for the FRC, including routing of signatures upon completion
4. Coordination of standards and objectives among parties to the MOU, including the alignment with 4 common objectives across all partners
5. Engagement with University of Texas School of Public Affairs and support from Graduate Students in the coordination and development of the FRC Logic Model
6. Engagement with The University of Texas in Arlington to review current evaluative measures and a scope drafted with recommendations for a 3-year evaluative plan that focuses on process and program effectiveness.
7. Development of Intake Process including widely recognized screening platforms to ensure the efficacy of the program and appropriate screening of FRC clients (ACES, TCUDs, URICA).
8. Engagement of Guardian Ad Litems including development of their roles and outline of process for involvement
9. Development in coordination with lawyers the necessary Family Plans for the Phased Concept of the FRC and appropriate and coordinating court orders
10. Compilation of team metrics and evaluative data, informed by best practices of team members and other family drug courts.

11. Meetings with County Technology staff in the introduction of metric tracking for the FRC within the current systems of Williamson County
12. Meeting with DIMS software engineers to develop proper software for the FRC metric tracking
13. Onboarding of the temporary Court Coordinator
14. Briefings with Judges
15. Meetings with state-wide contacts who are interested in the FRC, including **Christopher S. Greeley, MD, MS, FAAP,** Head, Section of Public Health and Child Abuse Pediatrics, Texas Children's Hospital, Vice Chair for Community Health, Baylor College of Medicine involving conversations with Harris County Drug Court and their awareness of our efforts
16. Development of Client Matrix outlining process and model for clients, paperwork, and community partners
17. Development of tracking for identifying community gaps in support of families in the FRC
18. Weekly Check-ins with Judge Ryan Larson
19. Securing sustainable resources for the FRC and associated team members including:
    - General counsel regarding grants/development strategy and program funding
    - Research and identification of funder prospects
    - Development of a Grant Calendar to guide efforts
    - Inputs to program logic model and other collaterals
    - Development of grants language describing project
20. Development of the expulsion process and coordinating legal order

C. Types of Services and Items Needed

Services and items needed for the operation, administration, and evaluation of the FRC include but are not limited to: Substance Abuse and Mental Health Treatment, Family Rehabilitation, Therapeutic Services and Counseling, Drug Testing, Alcohol Monitoring, Breathalyzers, SCRAMS, Intensive Outpatient Treatment, Computer and Office Equipment, DIMS Case Management System, and Home Coaches.

Commissioners Court - Regular Session **51.**

Meeting Date: 09/15/2020

FY'21 Public Service Agreements

Submitted For: Ashlie Koenig **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'21 adopted budget approved by Commissioners Court on August 25, 2020.

Background

FY'21 funding agreements reflect the amounts within the adopted budget as approved by Commissioners Court, attached is a contract summary for your reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Summary
BBT - TCOOMMI
BBT - MHMR
CAC
WBCO - Rent
WBCO - SR Nutrition
CASA
CARTS
Hope
Williamson Museum

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/10/2020 10:51 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:26 AM
Form Started By: Saira Hernandez		Started On: 09/03/2020 07:50 AM
Final Approval Date: 09/10/2020		

CONTRACTS SUMMARY

Public Service Funding		
DEPT - OBJ		**FY21 Adopted**
0640-004611	**Williamson-Burnet County Opportunities - Rent**	$ 34,000.00
0640-004612	**Capital Area Rural Transportation System (CARTS)**	$ 10,000.00
0640-004614	**Williamson-Burnet County Opportunities - Senior Nutrition**	$ 45,000.00
0640-004703	**Bluebonnet Trails Community Center_ MHMR**	$ 969,264.00
0640-004708	**Williamson County Child Advocacy Center**	$ 55,000.00
0640-004720	**Williamson Museum**	$ 257,125.00
0640-004960	**Adult and Juvenile Offender Program Supporting Services under the Texas Correctional Office of Offender with Medical or Mental Impairments**	$ 25,000.00
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 85,000.00
0409-003900	**Court Appointed Special Advocates (CASA) of Williamson County**	$ 25,000.00

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Attn: Executive Director

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $969,264 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Attn: Executive Director

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I

BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV

TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS**

EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused

unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson County Children's Advocacy Center, Inc.

By: Kerrie Stannell

Printed Name: Kerrie Stannell

Title: Chief Executive Officer

Address:

1811 SE Inner Loop
Georgetown, Tx 78626

Attn: _____

Telephone: 512-943-3710

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later, on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $34,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: MARCO CRUZ

Title: Executive Director

Address:
604 High Tech Drive
Georgetown, TX 78626
Attn: _____

Telephone: 512-763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office, which is located in Georgetown, Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $45,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: MARCO CRUZ

Title: Executive Director

Address:
604 High Tech Drive
Georgetown 78626

Attn: _____

Telephone: 512-763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

---

[1] Aka, "Court Appointed Special Advocates"

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By: _____

Printed Name: MARISSA A. AUSTIN

Title: Chief Executive Officer

Address:
2100 Scenic Drive, Suite 100
Georgetown, TX 78626 Attn: Trish Garrett

_____

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By:_____

Printed Name: David Marsh

Title: General Manager

Address:

5300 Tucker Hill Lane

Cedar Creek, TX 78612

Attn: David Marsh

Telephone: 512-505-5678

County:

Williamson County, Texas

By: _____

Printed Name:

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

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

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2020 and shall terminate one year later on September 30, 2021. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $85,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. 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.

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

R. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Hope Alliance

By: Richard M. Brown

Printed Name: RICHARD M. BROWN

Title: CEO

Address:

1011 GATTIS SCHOOL RD. STE #110
ROUND ROCK, TX 78664

Attn: ZENDA HYDEN

Telephone: 512-255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2021)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community-based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. **Payment/Inspections & Audits**. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **$257,125.00 payable after October 1, 2020 and *prior* to the end of FY2021 or September 30, 2021 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON 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 MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. **Compliance with All Laws.** MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice**. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. **No Assignment**. This CONTRACT may not be assigned.

9. **Termination**. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of MUSEUM;
b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. **Term**. The stated term of this CONTRACT shall be until **September 30, 2021**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Venue & 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.

12. **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

13. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR MUSEUM:

Danelle Houck
Authorized Agent
The Williamson Museum

Date: September 3, 2020

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 3rd day of September, 2020, by Danelle Houck, of the Williamson Museum, on behalf of the organization.

MELISSA GOINS
NOTARY PUBLIC - STATE OF TEXAS
ID# 7142200
COMM. EXP. 05-09-2021

Melissa Goins
Notary Public, State of Texas

Commissioners Court - Regular Session **52.**

Meeting Date: 09/15/2020

Public Hearing for

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM---Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for Fiscal Year 2020-2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Co Clerk 2020.2021 Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 03:41 PM
Form Started By: Nancy Rister		Started On: 08/12/2020 12:20 PM
Final Approval Date: 08/12/2020		

Archive Plan

For Preservation and Restoration
Of Archived Records

Nancy E. Rister, County Clerk

Presented by
Recording Division Manager
Chester Holton

September 2020

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed $10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the $5 fee on August 26, 2003 under agenda item #23.

Historical Data FY 2001 – FY 2019

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

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FY 2020-2021

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Archive Plan

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Total	**$646,520.00**

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(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

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(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

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From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

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Commissioners Court - Regular Session **53.**

Meeting Date: 09/15/2020

Motion for approval of the County Clerk's Archive Plan

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2020-2021.

Background

Plan attached....

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Co Clerk 2020.2021 Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/12/2020 04:26 PM
Form Started By: Nancy Rister		Started On: 08/12/2020 04:18 PM
Final Approval Date: 08/12/2020		

Archive Plan

For Preservation and Restoration
Of Archived Records

Nancy E. Rister, County Clerk

Presented by
Recording Division Manager
Chester Holton

September 2020

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Commissioners Court - Regular Session **54.**

Meeting Date: 09/15/2020

Public Hearing on District Clerk 2020 Archive Plan

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:15 AM---Hold public hearing on the plan for funding of the preservation and restoration of the District Clerk Records Archive for Fiscal Year 2020-2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 DC Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/28/2020 01:09 PM
Form Started By: Lisa David		Started On: 08/28/2020 11:35 AM
Final Approval Date: 08/28/2020		

ARCHIVE PLAN

For Preservation and Restoration of

Archived Records

FY 20/21

Lisa David

District Clerk

Williamson County

Williamson County

District Clerk Archive Plan

FY 20/21

Summary

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Lisa David 8-28-2020

Lisa David, District Clerk, Williamson County, Texas Date

_____ _____

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

ARCHIVE PLAN

For Preservation and Restoration of

Archived Records

FY 20/21

Lisa David

District Clerk

Williamson County

Williamson County

District Clerk Archive Plan

FY 20/21

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Lisa David 8-28-2020

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

Commissioners Court - Regular Session **55.**

Meeting Date: 09/15/2020

Public Hearing on the District Clerk 2020-2021 Archive Plan

Submitted By: Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for funding of the preservation and restoration of the District Clerk's Record Archive for 2020-2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DC 2020 Archive Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/28/2020 01:09 PM
Form Started By: Lisa David		Started On: 08/28/2020 11:51 AM
Final Approval Date: 08/28/2020		

ARCHIVE PLAN

For Preservation and Restoration of

Archived Records

FY 20/21

Lisa David

District Clerk

Williamson County

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Lisa David 8-28-2020

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

Commissioners Court - Regular Session **56.**

Meeting Date: 09/15/2020

LEC

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a change to the Employee Policy Manual regarding the Sheriff's Office Law Enforcement and Corrections staff.

Background

This proposed change will enable employees promoted through Law Enforcement and Corrections within the Sheriff's Office to be granted tenure at the time of promotion. All funding is still contingent on applicable budget policies, as defined in the Employee Policy Manual.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LEandC.SO

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 10:43 AM

Form Started By: Rebecca Clemons Started On: 09/03/2020 10:48 AM

Final Approval Date: 09/09/2020

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion ~~(with exception of Corrections to Law Enforcement)~~	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required
~~Promotion (Corrections to Law Enforcement)~~	~~Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer~~	~~See Tenured Pay Chart~~	~~Oracle workflow required~~	~~May be required~~
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Draft

Commissioners Court - Regular Session **57.**

Meeting Date: 09/15/2020

WCEMS CHP Grant Participation

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Williamson County EMS Community Health Paramedics to participate with the Williamson County and Cities Health District in the National Association of County and City Health Officials (NACCHO) Building Local Operational Capacity for COVID-19 grant.

Background

WCCHD was awarded the NACCHO Building Local Operational Capacity for COVID-19 grant. WCCHD would like to partner with Williamson County EMS CHP personnel to assist in developing community infection control plans, building and development of tools to be used for infection control in facilities, performing infection control assessments, and training health district volunteers to perform infection control assessments with facilities. WCCHD would utilize $47,000 of grant funding to contract with Williamson County for the CHP services outlined. WCCHD would be responsible for all reporting to NACCHO. Department contact – Mike Knipstein or Amy Jarosek.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Request Paperwork

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 10:46 AM

Form Started By: Michael Knipstein Started On: 09/09/2020 07:42 AM

Final Approval Date: 09/09/2020

Grant Title/Project Name:	NACCHO Building Local Operational Capacity for COVID-19
Department:	EMS - Community Health Paramedicine
Requestor:	Amy Jarosek
Contact Email:	ajarosek@wilco.org
Contact Phone Number:	512-943-1227
Start Date:	10/1/2020
End Date:	9/30/2021
Please select request category:	contract with WCCHD for infection control services
Describe the purpose of the grant in detail to include all requirements.	WCEMS Community Health Paramedics will participate in a grant project with WCCHD. Our personnel will provide infection control assessments and advisements to long term care facilities via phone, video, and/or site visits. The purpose of the project is to prevent the spread of HAIs and emerging infections in vulnerable populations. The requirements of our staff include helping develop a community infection control plan, building and development of tools to be used for infection control in facilities, performing infection control assessments, and training health district volunteers to perform infection control assessments with facilities.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$100,000.00
Please provide a breakdown of the total cost above.	,WCCHD has written into the grant the cost of $47,000.00 to be paid to WCEMS for the above listed services.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
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?	3
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	No change in personnel and no additional cost.
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.)	Funds from the WCCHD can be applied to pay for salary costs which are now paid out of the Tobacco Fund.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	none
What is the impact of this grant application on other internal/county departments?	Continued assurance that vulnerable populations are cared for by way of infection control and guidance to long term care facilities
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?	
ID	56
Version	1.0
Attachments	False
Created	9/8/2020 4:00 PM
Created By	Amy Jarosek
Modified	9/8/2020 4:00 PM
Modified By	Amy Jarosek

Commissioners Court - Regular Session **58.**

Meeting Date: 09/15/2020

Williamson County Parks Pass Program

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a new Parks Pass program for the Williamson County Parks Department.

Background

The Parks Pass is designed to provide a variety of different park fee discounts to each pass holder and accompanying guests (when applicable) on an annual basis. Participating parks include Berry Springs Park and Preserve, Champion Park, River Ranch County Park, Southwest Regional Park and the Expo Center. Discounts apply to day use fees, overnight camping fees, equestrian use fees, pavilion rental fees, disc golf play, and open arena rides. Passes are $50 each, valid for 12 full months; non-refundable and non-transferable. Each pass holder will receive a wallet sized card to be displayed upon entry in order to receive identified benefit(s). The pass holder must be present, verified by ID, in order to receive identified benefit(s). The Parks Pass program is not applicable for business or commercial purposes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parks Pass Program

Parks Pass Card Design

Form Review

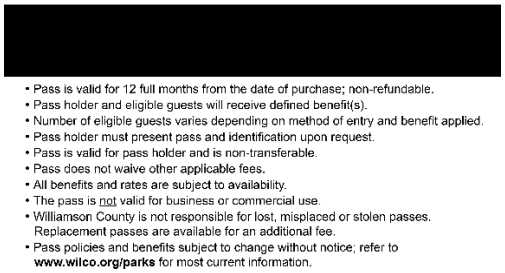
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 05:11 PM

Form Started By: Russell Fishbeck Started On: 09/09/2020 02:37 PM

Final Approval Date: 09/09/2020

Williamson County Parks Pass
October 1, 2020

Front of Parks Pass



Back of Parks Pass

Parks Pass Benefits

Day use discount:

- Unlimited free day use at River Ranch County Park for the passholder and up to 14 guests in same non-commercial vehicle.
- If you enter River Ranch County Park by bicycle, motorcycle, or on foot, you can bring as many as 14 guests with you who are entering the same way and at the same time.

Overnight camping discounts:

- Overnight camping fee discounts at Berry Springs Park & Preserve ($2) and River Ranch County Park ($4)
- Overnight camping fee discount at Expo Center ($10) (restrictions apply)

Group facility discounts:

- Pavilion rental discount ($10) at Berry Springs Park & Preserve, Champion Park, River Ranch County Park and Southwest Williamson County Regional Park

Other discounts:

- Equestrian use fee discount at River Ranch County Park
- Unlimited disc golf play at Southwest Williamson County Regional Park (restrictions apply)
- Discount ($10) on Open Arena Ride at Expo Center
- 10% discount on Park Store purchases (when resale options become available)

	Berry Springs	Champion	Expo Center	SW Regional	River Ranch
Day Use Fee Waived					x
Overnight Camping Fee Discount	x		x		x
Equestrian Use Fee Discount					x
Pavilion Rental Discount	x	x		x	x
Unlimited Disc Golf Play				x	
Open Arena Ride Discount			x		
Park Store Discount					x

Parks Pass Rules

- $50 each Parks Pass
- Issued to one person; passholder must be present to receive benefits
- Parks Pass is valid for 12 full months from the date of purchase; non-refundable; non-transferable.
- Passholder and eligible guests will receive defined benefit(s).
- Number of eligible guests varies depending on method of entry and benefit applied.
- Passholder must present Parks Pass and identification upon entering or use.
- Parks Pass does not waive other applicable fees. All benefits and rates are subject to availability.
- Parks Pass is not valid for business or commercial use.
- Williamson County is not responsible for lost, misplaced or stolen passes. Replacement passes are $15.
- Policies and benefits subject to change without notice; refer to www.wilco.org/parks for current information.

WILLIAMSON
COUNTY
1848
PARKS PASS
@wilcotxparks

Commissioners Court - Regular Session **59.**

Meeting Date: 09/15/2020

Parks Department Fees

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on new and revised fees for the Parks Department.

Background

1. New park fees are proposed for River Ranch County Park, which is slated for opening in 2020.
2. A new fee is proposed for the recently completed Pavilion at the Expo Center.
3. Revised park fees are proposed for existing parks: Berry Springs Park and Preserve, Champion Park and Southwest Regional Park. These fees were last adjusted in April 2015.

To help determine fair and competitive rates, a comparative fee analysis was conducted by park staff of other municipal Parks and Recreation Departments in Williamson County, U.S. Army Corps of Engineer Parks in Williamson County, the Travis County Parks Department and several Texas State Parks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Park Fees - revised 10.1.20

Expo Center Fees - revised 10.1.20

Expo Center - Agrilife Fees - revised 10.1.20

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 05:12 PM
Form Started By: Russell Fishbeck		Started On: 09/09/2020 03:27 PM
Final Approval Date: 09/09/2020		

Berry Springs Park & Preserve

Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Tonkawa Pavilion	64	Half Day; 10 am to 2 pm **or** 3 pm to 10 pm	Electricity	$ 45	$ 65	*$55 w/ Park Pass
		Full Day; 10 am to 10 pm	Electricity	$ 80	$ 100	*$90 w/ Park Pass
Birthday Mill Pavilion	32	Half Day; 10 am to 2 pm or 3 pm to 8 pm (or sunset)	No Electricity	$ 25	$ 35	*$25 w/ Park Pass
		Full Day; 10 am to 8 pm (or sunset)	No Electricity	$ 40	$ 50	*$40 w/ Park Pass
Amphitheater	55	Full Day; 10 am to 9 pm	Electricity		$ 50	*$40 w/ Park Pass
Fire Ring	80	5pm-9pm use period	No Electricity	$ 60	$ 60	*$50 w/ Park Pass
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	$ 15	$ 20	*$18 w/ Park Pass
	16/site	Site 2 (double site) (per night)	No Electricity	$ 25	$ 30	*$28 w/ Park Pass
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	$ 6	$ 8	*$6 w/ Park Pass
Screened Shelters	8/site	TBD	Electricity	n/a	$ 30	*$28 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		$ -	$ 5	

Champion Park

Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm	Electricity	$ 55	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	$ 80	$ 100	*$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm **or** 3 pm to 8 pm	Electricity	$ 55	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	$ 80	$ 100	*$90 w/ Park Pass

Southwest Williamson County Regional Park

Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 55	$ 65	*$55 w/ Park Pass
		Full Day, 9 am to 8 pm		$ 80	$ 100	*$90 w/ Park Pass
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		$ 55	$ 65	*$55 w/ Park Pass
		Full Day, 9 am to 8 pm		$ 80	$ 100	*$90 w/ Park Pass
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 10 am to 2 pm **or** 3 pm to 7 pm		$ 55	$ 65	*$55 w/ Park Pass
		Full Day; 10 am to 7 pm		$ 80	$ 100	*$90 w/ Park Pass
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 10 am to 2 pm **or** 3 pm to 7 pm		$ 55	$ 65	*$55 w/ Park Pass
		Full Day; 10 am to 7 pm		$ 80	$ 100	*$90 w/ Park Pass
Pebble South Pavilion (Inside Splash Pad)	24	10 am to 2pm **or** 3 pm to closing		$ 45	$ 50	*$40 w/ Park Pass
Pebble North Pavilion (Inside Splash Pad)	24	10 am to 2pm **or** 3 pm to closing		$ 45	$ 50	*$40 w/ Park Pass
Splash Pad Entry		Daily Use Fee (per person)		$ 2	$ 2	
Softball Field North & South		Per 2 hours		$ 30	$ 30	
		Full Day Rental		$ 100	$ 125	
		Lights (per hour)		$ 20	$ 20	
		Field Prep - Infield Drag		$ 15	$ 18	
		Field Prep - Striping		$ 15	$ 18	
		Electricity (per day)		$ 20	$ 20	
		Scoreboard use per day (Tournament & League Games Only)		$ 50	$ 50	
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per field)			$ 45	
		Lining for 2 half fields			$ 30	
		Lights (per hour) (Fields 7, 8, 9)		$ 20	$ 20	
Stadium (Field 6) for Soccer Games		Per hour		$ 50	$ 45	
		Fully lined field (per hour per field)			$ 45	
		Lining for 2 half fields			$ 30	
		Lights per hour			$ 20	
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		$ 450	$ 500	
		Staff time while facility in use (per hour)			$ 25	
Basketball Courts - North		Full Day (3 courts; includes lights)			$ 130	
Basketball Courts - South		Full Day (3 courts; includes lights)			$ 130	
Disc Golf		Daily Use Fee (per person)		$ 1	$ 1	*Free w/ Park Pass
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		$ 100	$ 125	

River Ranch County Park

Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Day Use Fee		12 and under		n/a	Free	
Day Use Fee		13 to 64 (per person)		n/a	$ 2	*Free w/ Park Pass
Day Use Fee		65 and older		n/a	$ 1	*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Suviving Spouse license plates)		n/a	Free	
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		n/a	$ 1	*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		n/a	$ 8	*$5 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	n/a	12	*$8 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	n/a	16	*$12 w/ Park Pass
RV Campsite - 25	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	n/a	24	*$20 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		n/a	$ 5	
Dump Station Use Fee		Dump only		n/a	$ 10	
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	n/a	$ 50	*$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	n/a	$ 50	*$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm **or** 3 pm to 8 pm		n/a	$ 65	*$55 w/ Park Pass
		Full Day; 9 am to 8 pm		n/a	$ 100	*$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		n/a	$ 200	
		Extended use fee 5pm-9pm		n/a	$ 40	**
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		n/a	$ 100	
		Extended use fee 5pm-9pm			$ 120	**
Amphitheater	100	Half Day; 8 am to 12 pm **or** 1 pm to 5 pm		n/a	$ 60	
		Extended use fee 5pm-9pm		n/a	$ 72	**
		Full Day; 8am-5pm		n/a	$ 100	
		Extended use fee 5pm-9pm		n/a	$ 120	**

Miscellaneous

Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Overflow Parking		For Special Events - per vehicle			$ 3	
Safety Cone Rental		For Special Events - per safety cone			$ 1	
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)			$ 25	
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)			Variable	
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)			10%	
Extended Use Fee**		For use of facilities after regular office hours; requires previous time period use		n/a	20%	
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)			$ 50	
Special Events (Specific Requests)		Staff ($25/hour) + cost of resources			Variable	
Additional Lining of Athletic Fields		Cost of paint + staff time ($25/hour) + equipment			Variable	
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)			Variable	
Park Pass *	Benefits	**Day use discount:** Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motrocycle = cardholder and up to 14 others entering in same manner). Cardholder must be present. **Overnight camping discounts:** Overnight camping discounts at Berry Springs & River Ranch Overnight camping discount at Expo Center (restrictions apply) **Group facility discounts:** Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch **Other discounts:** Unlimited day use of disc golf course (restrictions apply) Discount on Open Arena Ride at Expo Center 10% discount on Park Store purchases (when store operational) Equestrian Use Fee discount at River Ranch			$ 50	
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		n/a	$ 15	

Comparative Fee Analysis:
City of Cedar Park PARD
City of Georgetown PARD
City of Leander PARD
City of Round Rock PARD
Travis County Parks
Corps of Engineers (Lake Georgetown & Granger Lake)
TPWD - State Parks

RATE SHEET

AREA	SECURITY DEPOSIT
Expo Halls, Covered Expo, Arena, RV Park or Complex	$500.00
Meeting Room, Conference Room or Catering Kitchen	$100.00

The Security Deposit can be refunded after the event or put towards the Final Invoice, given that there are no damages or cleaning cost. Damages and cleaning cost will be taken out of the deposit. Damages – cost plus 20%.

AREA	DAILY RATE	HORSE STALLS RENTED
Arena Rental	$800.00	**00-50 stalls per day**
	$400.00	**51-80 stalls per day**
	$00.00	**81-200 stalls per day**

Weekly Arena Rental – 3 Hours	$200.00
*Available on Monday through Thursday during 9:00 A.M. – 12:00 P.M. OR 1:00 P.M. – 4:00 P.M. *****	
Weekly Arena Rental – 5 Hours	$350.00
*Available on Monday through Thursday during 5:00 P.M. – 10:00 P.M.***	
Pavilion	$800.00
Expo Hall North	$500.00
Expo Hall South	$500.00
Covered Expo	$400.00
Expo Hall North and South	$900.00*
Expo Hall North, South and Covered Expo	$1,300.00*
Ron Morrison Meeting Room	$150.00 or $30.00 per hour with a 2-hour min. ***
Keith and Marsha Hagler Conference Room	$100.00 or $30.00 per hour with a 2-hour min. ***
Catering Kitchen	$100.00
RV Park	$1200.00 per night and includes 50 sites
Entire Facility (Excluding the RV Park)	$2,000.00*

Multiple area rental discount
****Bookings will be available no more than 45 days in advance***
*****Plus staffing fee outside of office hours***

GUEST SERVICES

All items listed below MUST BE purchased through the Williamson County Expo Center.

Tables (8' Rectangular)	$8.00	Each per event
Tables (6' Rectangular)	$6.00	Each per event
Tables (72' Round or Cocktail)	$8.00	Each per event
Chairs	$1.25	Each per event
Easels	$5.00	Each per event
Podium	$25.00	Each per event
Stage	$200.00	Each per event
Projector and Projector Screen	$50.00	Each per event

WILLIAMSON COUNTY EXPO TEXAS

RATE SHEET

UTILITY SERVICES

Electrical Drops	$25.00 Each per event
RV Dump Station	$10.00 Per vehicle

OVERNIGHT SERVICES

Stalls	$25.00 Each per day
RV Site	$35.00 Each per night
	(RV Check-in: 8:00 A.M. RV Check-out: 8:00P.M. – 36 hour stay)

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	$350.00 Per set-up
Rodeo Equipment	$750.00 Per set-up
Extended Rental Fee	$150.00 Per hour after Midnight
Custodial/Staffing Fee	$20.00 Per hour (per staff, outside of regular office hours)
Forklift/Genie Lift with operator	$50.00 Per hour
Tractor Drags	$50.00 Per hour when drags are required less than 30 minutes apart
Set-up Fee	As required per event
Banner and Sign Hanging	As required per event

MISCELLANEOUS

Open Arena Ride Night	$20.00 Per Rider
Catering Permit	Refer to Application for Catering Permit

CONCESSION	DAILY RATE
Concession Building	$50.00
Catering Kitchen	$50.00
Temporary Food Permit	$50.00
Alcohol Vendor Indoor Booth(s)	$1,000.00
Alcohol Vendor Outdoor Booth(s)	$1,500.00
Alcohol Vendor Complex Booth(s)	$2,000.00

Updated October 2020

WILLIAMSON COUNTY AGRILIFE EXTENSION RATES

The Williamson County AgriLife Extension office will be able to utilize the following rate schedule Monday- Thursday when available.

AREA	DAILY RATE
Arena	$200.00
Pavilion	$200.00
Expo Hall North	$200.00
Expo Hall South	$200.00
Covered Expo	$100.00
Meeting Room	$ 25.00
Conference Room	$ 25.00
Catering Kitchen	$ 25.00

GUEST SERVICES PACKAGE (Tables, Chairs, Podium, Stage, Microphone)

1-100 Guest	$ 50.00	Per Event
100-200 Guest	$150.00	Per Event
200-300 Guest	$250.00	Per Event
300-400 Guest	$350.00	Per event

UTILITY SERVICES

Electrical Drops	$ 25.00	Each Drop/Per Day

OVERNIGHT SERVICES

Horse Stall	$ 25.00	Per Day
RV Site (Non-Utility)	$ 35.00	Per Day

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	$350.00	Per Set Up
Rodeo Equipment	$750.00	Per Set Up
Custodial/Staffing Fee	$ 20.00/hour/per staff outside of regular business hours	
Forklift/Genie Lift with operator	$ 50.00/hour	
Set-up Fee	As required per event	
Banner and Sign Hanging	As required per event	
Tractor Drags	As required per event	

MISCELLANEOUS

Reservation/Security Deposit	$200
Damages	Cost plus 20%

Revised October 2020

Commissioners Court - Regular Session **60.**

Meeting Date: 09/15/2020

Awarding RFP T1289 Parks Landscaping

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 RFP #T1289 Landscape Services for Williamson County Parks to the overall highest scoring respondent Heart of Texas Landscape and Irrigation Company effective October 1, 2020 in the annual amount of $123,255.00.

Background

Purchasing solicited sealed proposals for landscaping services for Parks. Six suppliers participated in the RFP of which two suppliers submitted a proposal. Both proposals were determined to be responsive and were evaluated by an evaluation committee. It was determined that Heart of Texas was the overall highest scoring respondent and would provide the best value to the County. Annual contract amount will be $123,255.00. Department point of contact is Russell Fishbeck. Funding source 01.0100.0510.003541.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Solicitation Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:19 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:24 AM
Form Started By: Thomas Skiles		Started On: 09/09/2020 01:21 PM
Final Approval Date: 09/10/2020		

Award advice

Awarding advice: T1289 RFP Landscape Services for Williamson County Parks

1. Offers

The request RFP Landscape Services for Williamson County Parks has taken place and several offers have been submitted.
Questions were posed by several participating suppliers on the request for quotation. These questions were answered to all suppliers through the Questions & Answer module. Ultimately, before the specified date of 25 Aug 2020 (Tue), 3:00 PM , offers were received from the following suppliers:

	Offer ID	Name	Submitted
1	OF3089	**Heart of Texas Landscape and Irrigation Co.** By: Heart of Texas Landscape and Irrigation Co.	21 Aug 2020 (Fri), 7:44:46 AM
2	OF3133	**Unity Contractor Services, Inc.** By: Unity Contractor Services, Inc.	25 Aug 2020 (Tue), 12:47:28 PM

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2. First selection

The quotations received were first tested against the requirements regarding the supplier and the order included in the quotation request. The following parties were dropped:
The other suppliers met all requirements.

3. Evaluation

The tenders were reviewed by Evaluators:

4. Result

Rank	Suppliers	Score	Price score	Price
1	**Heart of Texas Landscape and Irrigation Co.**	93.33	0	$ 123,255.00
2	**Unity Contractor Services, Inc.**	92.78	0	$ 93,552.00

5. Award advice

Based on the evaluation, the following offer has been selected as the best. This supplier offers the best price / performance ratio.
Heart of Texas Landscape and Irrigation Co.

Commissioners Court - Regular Session **61.**

Meeting Date: 09/15/2020

59th Presidential Inauguration Task Force

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action to approve a Memorandum of Understanding between the United States Attorney's Office for the District of Columbia, the Metropolitan Police Department of Washington, D.C., and the Williamson County Sheriff's Office for the purposes of participating in the 59th Presidential Inauguration Task Force.

Background

Attached is the Invitation letter and Memorandum of Understanding. The expenses associated with providing staff for the Presidential Inauguration Task Force are fully reimbursable. Sheriff Chody is working with the Auditors Office to track expenses and legal reviewed the attached Memorandum of Understanding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invitation Letter 59th Presidential Inauguration

Inauguration Memorandum of Understanding

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 12:51 PM
County Auditor (Originator)	Julie Kiley	09/10/2020 09:49 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:57 AM

Form Started By: Julie Kiley Started On: 09/09/2020 12:34 PM

Final Approval Date: 09/10/2020

GOVERNMENT OF THE DISTRICT OF COLUMBIA
METROPOLITAN POLICE DEPARTMENT

Dear Chief Robert Chody:

On Wednesday, January 20, 2021, the 59th Inauguration of the President of the United States will be held in the District of Columbia. The Metropolitan Police Department (MPD) is the primary law enforcement agency responsible for ensuring the safety of the participants and the public during the Inaugural Parade as well as with assisting the United States Secret Service with perimeter security and traffic control for the subsequent Inaugural Balls. As a result of the current threat level in the Nation's Capital and the on-going development of intelligence, I am requesting the assistance of the Williamson County Sheriff's Office during the Inauguration.

Historically, public events of national and international importance draw large and enthusiastic crowds to the District of Columbia. Therefore, your members will work in partnership with uniformed MPD officers providing increased uniformed law enforcement visibility during Presidential and dignitary motorcades, the Inaugural Parade, and the subsequent Inaugural Balls.

The MPD is asking your agency to provide a supplemental uniformed presence consisting of a minimum of 40 sworn members to aid with crowd and traffic control responsibilities. Participation of agencies unable to provide the minimum number of required members will be addressed on a case by case basis.

If your department is able to accommodate this request, please respond as soon as possible, but no later than Thursday, August 27, 2020, with the number of sworn members that will be assigned to this event. Please provide your response via email at mpdipc.2021@dc.gov. The MPD will pay for the cost of salaries, lodging, travel, and a per diem for meals, as appropriate, for the sworn members sent to assist us. I am looking forward to an on-going dialogue and appreciate any assistance you may provide.

Assistant Chief of Police Jeffery Carroll, Homeland Security Bureau, or Inspector Robert Glover, Homeland Security Bureau, Special Operations Division, will contact you shortly after you reply in the affirmative in reference to this request. Questions may be addressed to Sergeant Nathaniel Porter on 202-809-8700 or via email at nathaniel.porter@dc.gov.

Sincerely,

Peter Newsham
Chief of Police

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed by the United States Attorney's Office for the District of Columbia, the Metropolitan Police Department of Washington, D.C. (MPD) and the Williamson County Sheriff's Office.

I. PURPOSE

The purpose of the MOU is to outline the mission of the Presidential Inauguration Task Force (PITF) in the Washington, D.C. area from Sunday, January 17, 2021, to Thursday, January 21, 2021. Additionally, this MOU defines relationships between the U.S. Marshals Service, MPD and the Williamson County Sheriff's Office, as well as other participating agencies with regard to policy, guidance, utilization of resources, planning, training, public relations and media in order to maximize interagency cooperation.

II. MISSION

The mission of the PITF is to achieve maximum coordination and cooperation in bringing to bear combined resources to effectively implement measures to promote the safety of the President of the United States, inaugural participants, the public, visitors and residents while allowing individuals and groups to exercise their legal rights.

Additionally, all units that are participating agencies will coordinate their activities and be considered a member of the PITF, sharing information and coordinating investigative and law enforcement efforts which may result from any apprehensions originating from the PITF.

III. ORGANIZATIONAL STRUCTURE

A. Direction

The Williamson County Sheriff's Office acknowledges that the PITF is a joint operation in which all agencies, including the MPD, the United States Attorney's Office for the District of Columbia, United States Marshals Service, United States Secret Service, United States Federal Bureau of Investigation, National Park Service, the Williamson County Sheriff's Office and other agencies, act as partners in the operation of the PITF. The Command Center for the operations will be located at the MPD Headquarters and will be staffed by officers from the United States Marshals Service, MPD, U.S. Park Police, and the Federal Bureau of Investigation. These officers will serve as the Executive Council for this operation.

B. Supervision

The day-to-day operation and administrative control of the PITF will be the responsibility of MPD's Inaugural Planning Committee Commanding Officer. The Inaugural Planning Committee Commanding Officer will coordinate with supervisory personnel of the United States Secret Service as the sponsoring agency for Special Deputation (federal) and with MPD as the lead agency for the operation. The daily management of the PITF will be closely monitored by the MPD.

Responsibility for the conduct of the PITF members, both personally and professionally, shall remain with the respective agency directors subject to the provisions in Section IX (Liability).

C. Unilateral Law Enforcement Action

There shall be no unilateral action taken on the part of any participating non-federal or non-MPD law enforcement agency relating to PITF activities. All law enforcement action by participating non-federal and non-MPD law enforcement agencies must be coordinated and conducted in a cooperative manner under the direction of the Executive Council and the MPD.

IV. PROCEDURES

A. Personnel

Continued assignment of personnel to the PITF will be based upon performance and will be at the discretion of the respective agency. Each participating agency will be provided with reports as necessary regarding the program, direction, and accomplishment of the PITF.

B. Deputation

All local and state law enforcement personnel designated to the PITF will be subject to background inquiry and will be federally deputized, with the United States Marshals Service securing the required deputation authorization. These deputations will remain in effect throughout the tenure of each officer's assignment to the PITF or until termination of the PITF, whichever occurs first. Each individual deputized as a Special Deputy U.S. Marshal will have all necessary law enforcement authority as provided by 28 U.S.C. § 566(c) and (d); 28 U.S.C. § 564; 18 U.S.C. § 3053; 28 C.F.R. § 0.112, and the deputation authority of the Deputy Attorney General. The Special Deputy U.S. Marshals will be responsible for: 1) performing necessary law enforcement steps to keep the peace of the United States; 2) enforcing federal law (e.g., 18 U.S.C. §§ 112, 1116, and 878, as well as other provisions of that title); 3) protecting visiting foreign officials, official guests, and internationally protected persons; 4) taking necessary law enforcement steps to prevent violations of federal law, and; 5) enforcing District of Columbia law as a result of the deputation (see D.C. Official Code § 23-581 and 28 U.S.C. § 564).

Individuals deputized as Special Deputy U.S. Marshals pursuant to this MOU who suffer a disability or die as a result of personal injury sustained while acting within the course and scope of their official duties and assignments pursuant to this MOU shall be treated as a federal employee as defined by Title 5 U.S.C. § 8101. Any such individuals who apply to the U.S. Department of Labor for federal workers' compensation under Section 3374 must submit a copy of this MOU with his or her application. All applicants will be processed by the U.S. Department of Labor on a case-by-case basis in accordance with applicable law and regulation.

C. Law Enforcement Activities

Since it is anticipated that almost all cases originating from any PITF arrests will be prosecuted at the state or local level, the law enforcement methods employed by all participating law enforcement agencies shall conform to the requirements of the relevant state or local statutory or common law pending a decision as to a change of venue for prosecution.

D. Prosecution

The criteria for determining whether to prosecute a particular violation in federal or state court will focus upon achieving the greatest overall benefit to law enforcement and the community. Any question which arises pertaining to prosecutorial jurisdiction will be resolved through the Executive Council. The U.S. Attorney's Office for the District of Columbia has agreed to formally participate in the PITF and will adopt policies and seek sentences that meet the needs of justice.

V. ADMINISTRATIVE

A. Records and Reports

All records and reports generated by PITF members shall be routed through MPD's Inaugural Planning Committee Commanding Officer who shall be responsible for maintaining custody and proper dissemination of said records and reports as he or she deems appropriate.

B. Staff Briefings

Periodic briefings on PITF law enforcement actions will be provided to the directors of the participating agencies or their designees. Statistics regarding accomplishments will also be provided to the participating agencies as available.

VI. MEDIA

All media releases pertaining to PITF law enforcement activity and/or arrests will be coordinated by the Executive Council. No unilateral press releases will be made by any

participating agency without the prior approval of the Executive Council. No information pertaining to the PITF itself will be released to the media without Executive Council approval.

VII. EQUIPMENT

A. PITF Vehicles

Each participating agency, subject to availability and individual agency policy, agrees and authorizes PITF members to use vehicles, when available, owned or leased by those participating agencies, in connection with PITF law enforcement operations. Each participating agency agrees to be responsible for any negligent act or omission on the part of its agency or its employees, and for any liability resulting from the misuse of said vehicles, as well as any damage incurred to those vehicles as a result of any such negligent act or omission on the part of the participating agency or its employees, subject to the provisions of Section IX (Liability).

Participating agency vehicles assigned to the PITF are subject to funding availability, are provided at the discretion of the supervisor of the providing agency, and will be used only by PITF members. Vehicles provided by participating agencies will be used only during working hours and will not be used for transportation to and from work by task force members or used for any other purpose. Participating agencies will provide maintenance and upkeep of their vehicles consistent with each agency's policy. Vehicles provided as pool vehicles for PITF use will be parked at the end of each shift at a location determined by MPD's Inaugural Planning Committee Commanding Officer or his/her designee.

B. Other Equipment

Other equipment furnished by any agency for use by other agencies' participating personnel shall be returned to the originating agency upon termination of the PITF or this MOU.

VIII. FUNDING

The Williamson County Sheriff's Office agrees to provide the full-time services of its respective personnel for the duration of this operation, and to assume all personnel costs for their PITF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policies and procedures. Reimbursement for the cost of such personnel will be made by the District of Columbia, with funds provided by the United States and from general revenue.

IX. LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Liability for PITF employees' acts or omissions undertaken outside the terms of this MOU are

the sole responsibility of the respective employee or agency involved.

For the limited purpose of defending tort claims arising out of PITF activity, state or local law enforcement officers who are specially deputized as Deputy U.S. Marshals may request that the Attorney General or his designee certify under 28 U.S.C. § 2679(d) that the officer was an employee of the U.S. government acting in the scope of office or employment at the time of the incident out of which the claim arose. Upon certification, the United States is substituted as the defendant under the Federal Tort Claims Act and the case proceeds against the United States. This procedure does not apply to claims for violations of federal constitutional or statutory rights. *See* 28 U.S.C. 2679(b)(2). Decisions regarding certification under § 2679 are made on a case-by-case basis and no guarantee is made that any PITF personnel will be certified under this provision.

PITF-deputized officers may request representation by the U.S. Department of Justice for individual-capacity civil claims arising from actions taken within the scope of deputation under this MOU. *See* 28 C.F.R. § 50.15. The Department of Justice determines whether to provide individual-capacity representation on a case-by-case basis applying the criteria in § 50.15. Legal representation by the Department of Justice is discretionary and not guaranteed.

To request certification of scope of employment under 28 U.S.C. § 2679(d) or legal representation under 28 C.F.R. § 50.15, a PITF-deputized officer should submit a written request to the Civil Division of the U.S. Attorney's Office for the District of Columbia. The United States Attorney's Office for the District of Columbia will forward the request to the Civil Division of the United States Department of Justice together with a recommendation concerning scope of employment as a deputized federal officer and Department representation. 28 C.F.R. § 50.15(a)(3).

A PITF-deputized officer may request indemnification for an adverse judgment under the circumstances set forth in 28 C.F.R. § 50.15(c). Indemnification decisions are discretionary and made on a case-by-case basis. Indemnification is not guaranteed.

PITF officers from participating agencies covered by the provisions of § 7302 of the National Intelligence Reform and Terrorism Prevention Act of 2004, PL 108-458, 118 Stat. 3538, as amended, and PL 110-250, 122 Stat. 2318 ("the Act"), also have the liability protection afforded by the Act

X. DURATION

This MOU shall remain in effect until the conclusion of the PITF as specified in Part I (Purpose) above, unless that date is modified as set forth in Section XI, and subject to the availability of necessary funding. The United States Attorney's Office for the District of Columbia or the Metropolitan Police Department may terminate this agreement at any time. The Williamson County Sheriff's Office may withdraw from this MOU at any time by providing a

seven-day written notice of its intent to withdraw to the MPD. Upon the termination of the MOU, all equipment will be returned to the supplying agencies.

XI. MODIFICATIONS

The terms of this MOU may be modified at any time by written consent of all parties. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

XII. LIMITATION

Nothing in this MOU is intended to, or shall be construed to create enforceable rights in third parties.

MURIEL BOWSER
MAYOR
DISTRICT OF COLUMBIA

MICHAEL R. SHERWIN
ACTING UNITED STATES ATTORNEY
DISTRICT OF COLUMBIA

JUDGE BILL GRAVELL JR.
WILLIAMSON COUNTY JUDGE
GEORGETOWN, TEXAS

ROBERT CHODY
SHERIFF
WILLIAMSON COUNTY SHERIFF'S OFFICE
GEORGETOWN, TEXAS

Commissioners Court - Regular Session **62.**

Meeting Date: 09/15/2020

Sheriff's Office Jail Camera Service/Genetec License Exemption

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 approving Commercial Security Integration for jail camera software license and maintenance renewal in the amount of $19,100 and exempting this purchase from competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemptions Section 262.024(a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Jail. Commercial Security Integration is the current vendor that the Jail uses for their camera software. The proposal attached outlines what is included in the software license maintenance agreement renewal. It includes telephone support, software patches, software version updates, security center software and Omnicast professional software. Software maintenance agreement term is from 10/1/2020 to 9/30/2021. IT has approved this purchase. Legal and Contract Audit have reviewed the agreement. This expenditure will be charged to FY21 funds 01.0100.0570.004500. Department contact is Commander Edward Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Software Maintenance Agreement Renewal

FY20 Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 09:27 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 09:29 AM
Form Started By: Erica Smith		Started On: 09/04/2020 09:24 AM
Final Approval Date: 09/10/2020		

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

PROPOSAL

TO: Lt. Mark White
Williamson County Jail
306 W 4th Street
Georgetown, TX 78626

DATE: 8/14/2020
PROPOSED BY: Kirk Davidson
TERMS: NET30

RE: Genetec Client License Add

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Genetec One Year Software Maintenance Agreement Dealer Telephone Support All Software Patches All Software Version Updates SMA for 309 Cameras Security Center Software Included Omnicast Professional Software One Year Contract from 10/01/2020 to 9/30/2021 This SMA agreement does not include any labor. All upgrades and service will be billed on an “as needed” basis. **PLEASE SEE SPECIAL TERMS AGREEMENT ATTACHED FOR SIGNATURE**	19,100.00	19,100.00
		Total Investment		$19,100.00

Plus sales tax (8.25%)

Proposed By:

Kirk Davidson

Accepted By:

Licensed by the Texas Private Security Bureau. Lic. #B13801

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

Government Entity Special Terms

- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of End User, 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 End User 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 End User 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 End User 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 End User'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: Commercial Security Integration agrees that End User 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 Genetec which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Commercial Security Integration agrees that End User shall have access during normal working hours to all necessary Genetec facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. End User shall give Commercial Security Integration reasonable advance notice of intended audits.

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

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.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

COMMERCIAL SECURITY INTEGRATION

TRAVIS COUNTY

By: Kirk Davidson

Printed Name: Kirk Davidson

Representative Capacity: President

Date: August 14th, 20 20

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

PROPOSAL

TO: Lt. Jeffrey Williams
Williamson County Jail
306 W 4th Street
Georgetown, Texas 78626

DATE: 6/4/2019
PROPOSED BY: Kirk Davidson
TERMS: Negotiable

RE: Genetec One Year Software Maintenance Agreement

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Genetec Software Maintenance Agreement to Include:	$18,950.00	$18,950.00
2		Dealer Telephone Support		
3		All Software Patches		
4		All Software Version Updates		
5		SMA for 306 Camera's		
6		Security Center Software Included		
7		Omnicast Professional Software		
8		One Year Contract From 06-19 to 06-20		
9	1	Misc. Installation	$4,950.00	$4,950.00
		Total Investment		$23,900.00

Plus sales tax (8.25%)

Proposed By:

Accepted By:

Licensed by the Texas Private Security Bureau. Lic. #B13801

Commissioners Court - Regular Session **63.**

Meeting Date: 09/15/2020

Presidio Networked Solutions BCAS TIPS 180501

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 Presidio Networked Solutions Group, LLC to provide the solution for backup and recovery of email system per TIPS Contract #180501 for a term of 5 years in the amount of $171,635.72 and authorizing execution of the purchase.

Background

This is a solution for backup and recovery of our email system. Given the importance of these records, this is key for our continuity of operations and will enable self-service recovery. The timing of this purchase was impacted by COVID response, but is funded in FY20 IT Budget. Because of the purchase being later in the year, we needed to make sure it would not impact our FY21 budget and also ensured we received the best pricing getting a 5-year term.Department point of contact is Richard Semple. Funding Source 01.0100.0503.005741 for FY 20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/10/2020 11:15 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:22 AM
Form Started By: Andrew Portillo		Started On: 09/09/2020 10:48 AM
Final Approval Date: 09/10/2020		

PRESIDIO™

QUOTE: 2003220013923-04

DATE: 09/03/2020

PAGE: 1 of 1

TO:

Williamson County
Jim Daniels
301 SE Inner Loop Suite 106
Georgetown, TX 78626

jdaniels@wilco.org
(p) 512-943-1485

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) 512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: BCAS - 5 Years
Comments: Subscription will not auto-renew at the end of its term

Contract Vehicle: TIPS Networking Equip, Software & Services 180501

#	Part #	Description	Unit Price	Qty	Ext Price
Barracuda Cloud Archiving Service (BCAS) - 5 Years					
1	BEO001a	Barracuda Account	$171,635.72	1	$171,635.72
		Comments: 2200 Users for 60 Months Prepaid			
2	BEO001a-bcas	Barracuda Cloud Archiving Service	$0.00	1	$0.00
		Comments: 2200 Users for 60 Months Prepaid			
		Total (Barracuda Cloud Archiving Service (BCAS) - 5 Years):			**$171,635.72**

Sub Total:	**$171,635.72**
Grand Total:	**$171,635.72**

The quote is governed by TIPS Contract Number 180501
Standard-Terms-for-Purchase-of-Services-or-Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability

Pursuant to this contract your PO must reflect the following TIPS Contract Number 180501

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Commissioners Court - Regular Session **64.**

Meeting Date: 09/15/2020

Payables Card Program

Submitted For: Jerri Jones **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Treasurer, in partnership with the County Auditor, to initiate a Pilot Program with the Wells Fargo Commercial Card Program, also referred to as a Payables Card, to be used by select Departments for use in the payment of monthly recurring utility and telecommunication billings.

Background

Attached Point Paper. Departments selected and agreeing to participate are IT, Facilities, and Parks. A Wells Fargo Department Card will be issued to each Department by the Treasurer's Office. Payment will be made by the respective Department on receipt of eligible invoices and then a monthly bill with all Credit Card payments will be submitted to the Auditor Office similar to the process currently used with the PCard from JP Morgan. The benefit will be to pay invoices immediately and thus avoid late fees. An additional benefit is to reduce the number of invoices submitted to the Auditor's Office with short payment deadlines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wells Fargo Payables Card

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2020 10:39 AM
Form Started By: Julie Kiley		Started On: 09/03/2020 12:34 PM
Final Approval Date: 09/04/2020		

WELLS FARGO PAYABLES CARD

Issue(s): **1)** Utility Payments "Net Payment" terms are often less than 30 days, with some at 15 and 18 days. **2)** There are utility payments every week (to avoid interest payments which is not always successful) and when Court is not in session, the Treasurer is at risk when authorizing payment. **3)** Utility Payments are one of the reasons Accounts Payable employees could not work from home in the early days of COVID-19.

Background: Utility type billings are monthly, recurring expenditures. The County has a JP Morgan sponsored Procurement Card (PCard) managed by the Purchasing Agent. Per Purchasing guidelines, the PCard cannot be used for purchases after the fact, making it inappropriate to use the PCard for utility type payments. Attempts to attain a Payables card from JP Morgan have not been successful and there has been concern about billings getting mixed up if we had two different credit cards with the same vendor.

Discussion: Wells Fargo offers a Payables card (Commercial Card) as part of their Treasury tools (covered in their contract). This card can be issued at the Department level and would not be issued to individuals (greatly reducing the number issued). The Payables card could be used to pay monthly recurring bills such as utilities and telecommunications. Use of a Payables card would also allow the Auditor's Office to automate the payment process using the same procedures as the monthly PCard, which is totally electronic. Individual invoices would no longer be paid weekly but would be paid on a monthly Payables card billing (like the monthly JP Morgan payments). The same strict auditing procedures would apply as currently apply, for both the Department and the Auditor's Office. The Treasurer has offered to manage the program.

Recommendation: That the Commissioners Court authorize a trial period with three Departments test driving a Payables card and using it to pay utility and telecommunication bills upon receipt. That the Treasurer and Auditor evaluate the results of several months of use and determine if the Payables Card should be expanded. If expansion is recommended, that the Treasurer and Auditor jointly sponsor a recommended policy that would be presented to Commissioners Court for approval.

Commissioners Court - Regular Session **65.**

Meeting Date: 09/15/2020

Budget Amendment for Various Departments for 2020 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to an unforeseeable circumstance and approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for the Sheriff's Office, District Attorney, County Attorney, Facilities and Emergency Management for hail damage. The proceeds are being used to offset the repairs of the damaged vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$70,504.90

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 10:47 AM
Form Started By: Pam Navarrette		Started On: 09/09/2020 09:25 AM
Final Approval Date: 09/09/2020		

Commissioners Court - Regular Session **66.**

Meeting Date: 09/15/2020

Budget Amendment for Various Departments on 2020 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to an unforeseeable circumstance to approve a budget amendment acknowledging additional expenditures to the General Fund.

Background

To recognize insurance proceeds and associated expenditures for hail damage on vehicles for Sheriff's Office, District Attorney, County Attorney, Facilities and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Repair & Main	$46,317.15
	0100.0440.004541	Vehicle Repair & Main	$10,336.98
	0100.0475.004541	Vehicle Repair & Main	$6,420.19
	0100.0509.004541	Vehicle Repair & Main	$4,191.04
	0100.0541.004541	Vehicle Repair & Main	$3,239.54

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 10:48 AM
Form Started By: Pam Navarrette		Started On: 09/09/2020 09:46 AM
Final Approval Date: 09/09/2020		

Commissioners Court - Regular Session **67.**

Meeting Date: 09/15/2020

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 **68.**

Meeting Date: 09/15/2020

September 2020 Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the September 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2020 Construction Summary Report

September 2020 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:45 AM
Form Started By: Dawn Haggard		Started On: 09/08/2020 03:53 PM
Final Approval Date: 09/10/2020		

ROAD BOND PROGRAM

Construction Summary Report

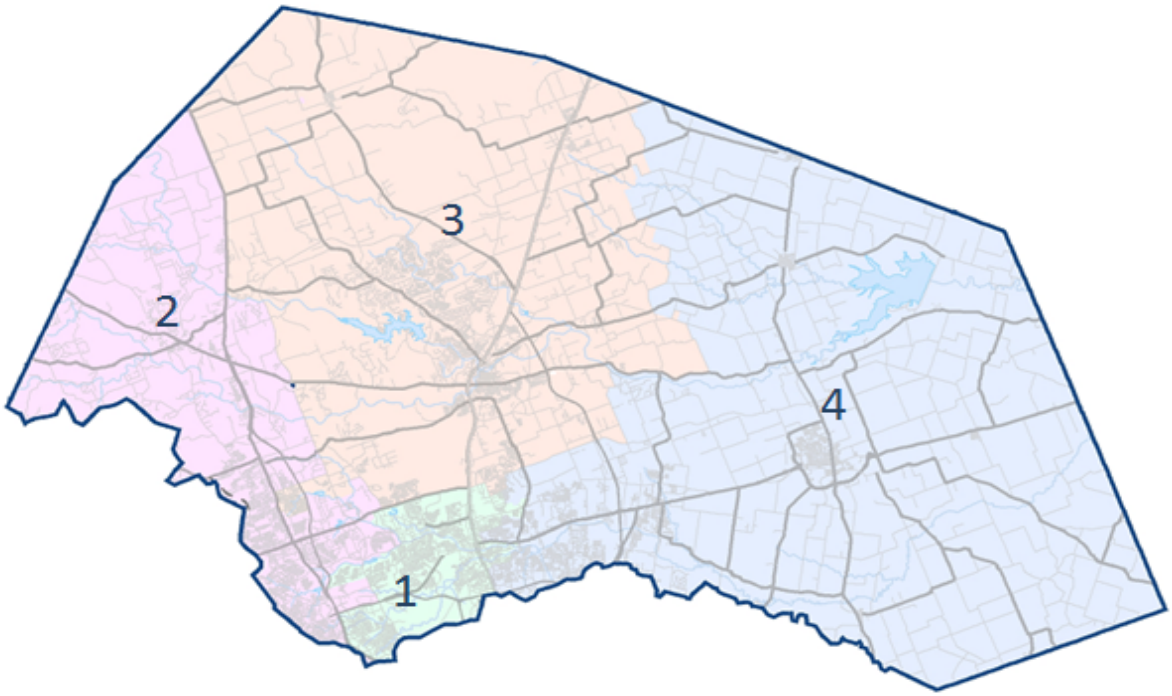
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

September 2020

WWW.ROADBOND.ORG

Volume XIX - Issue No.09



Presented By: HNTB

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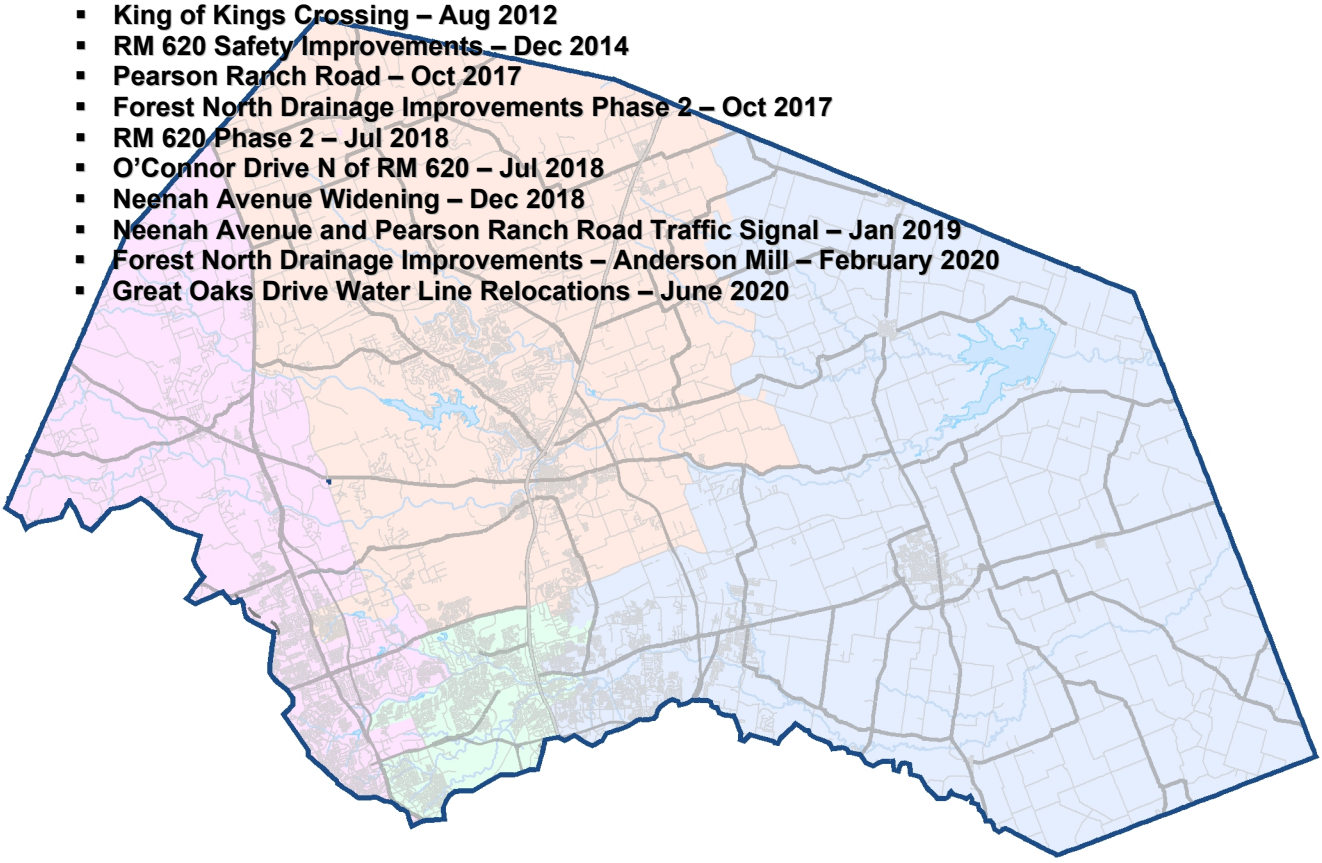
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2020

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Forest North Drainage Improvements – Anderson Mill – February 2020**
- **Great Oaks Drive Water Line Relocations – June 2020**



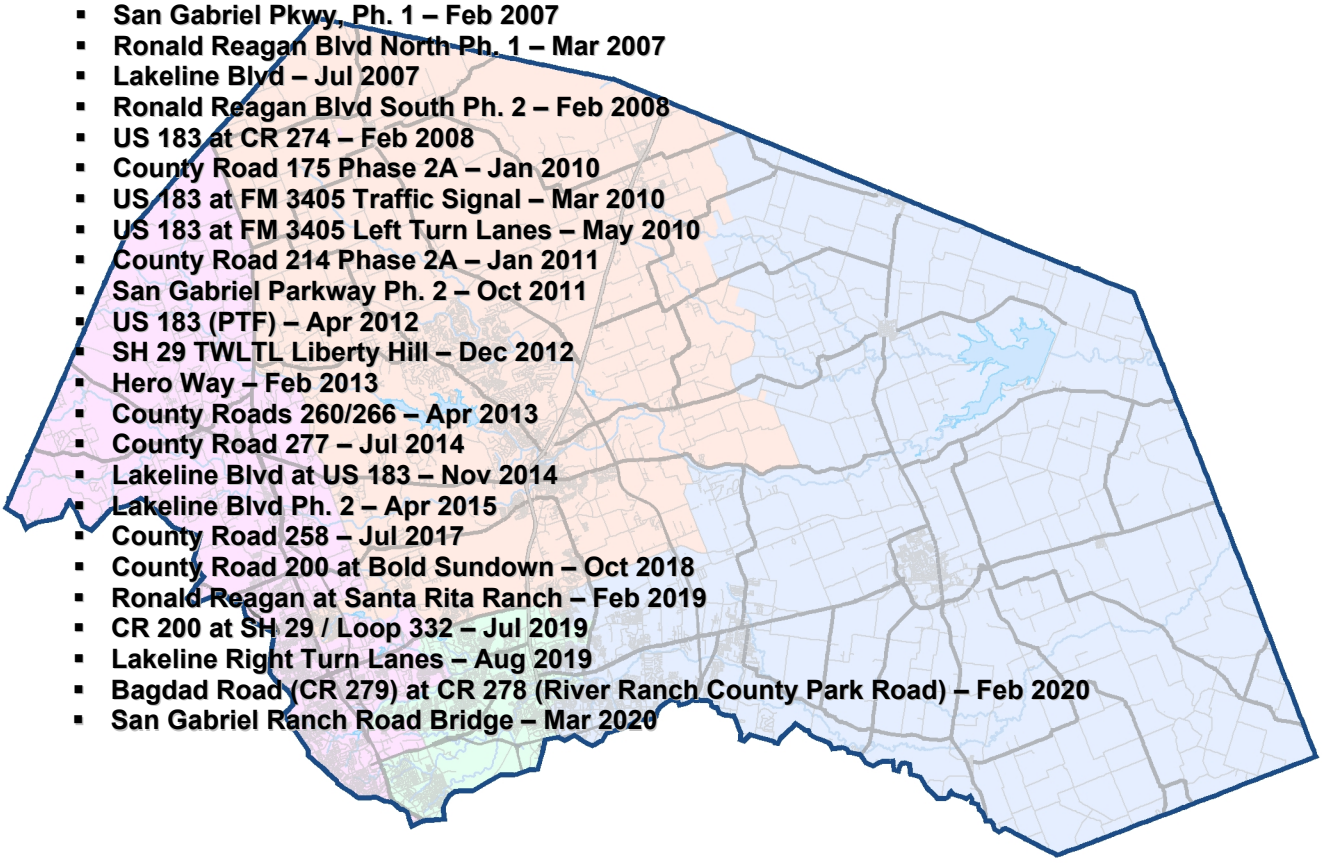
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2020

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**



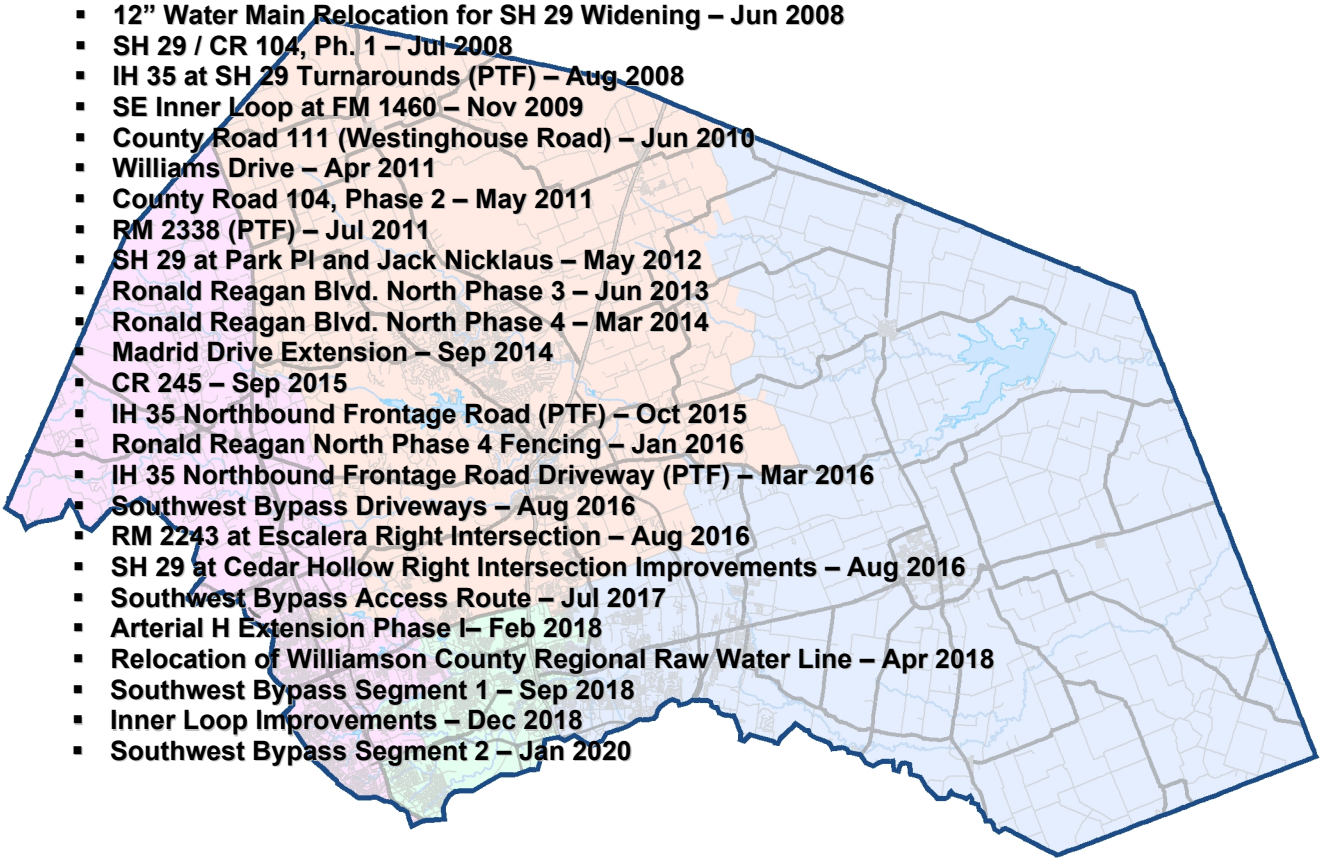
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2020

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**
- **Southwest Bypass Segment 2 – Jan 2020**



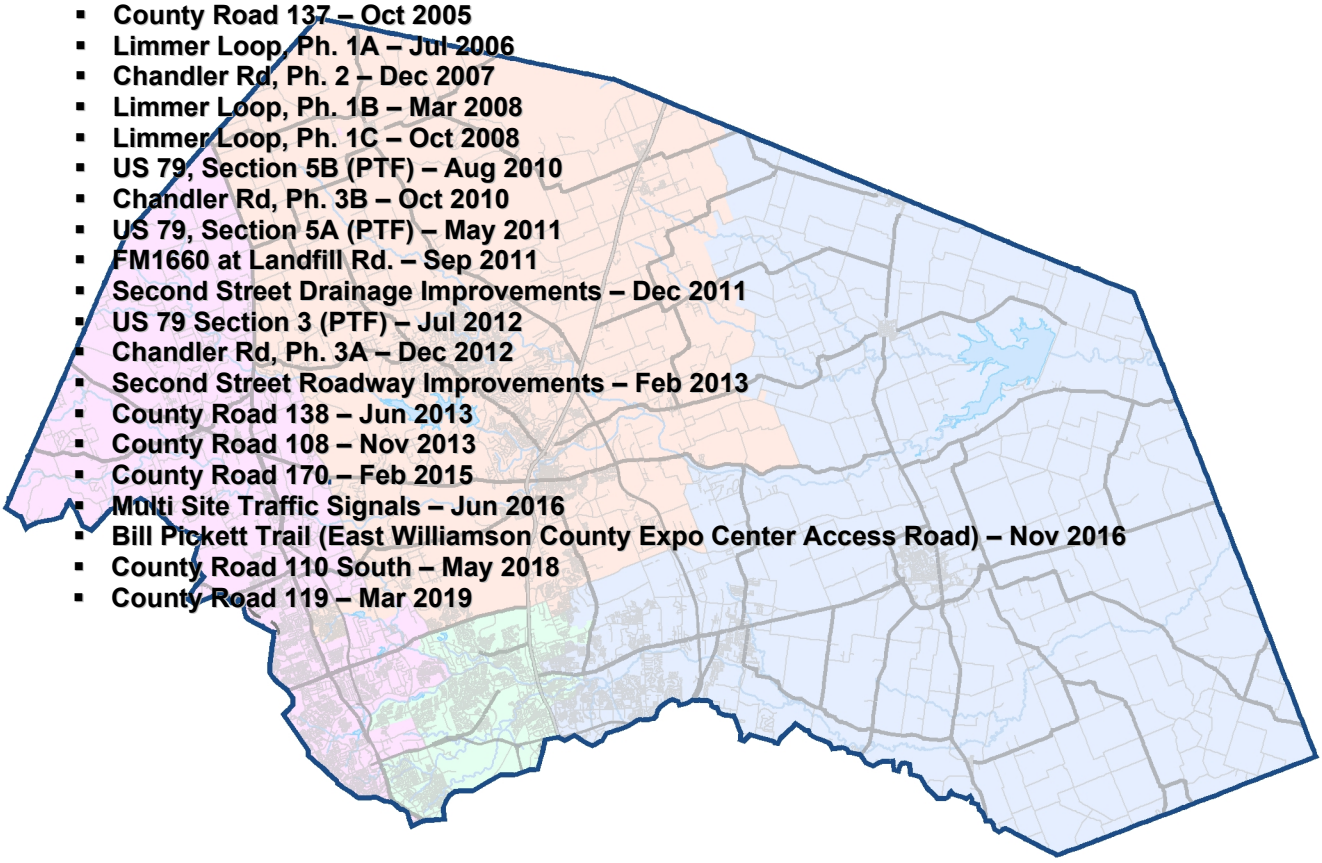
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

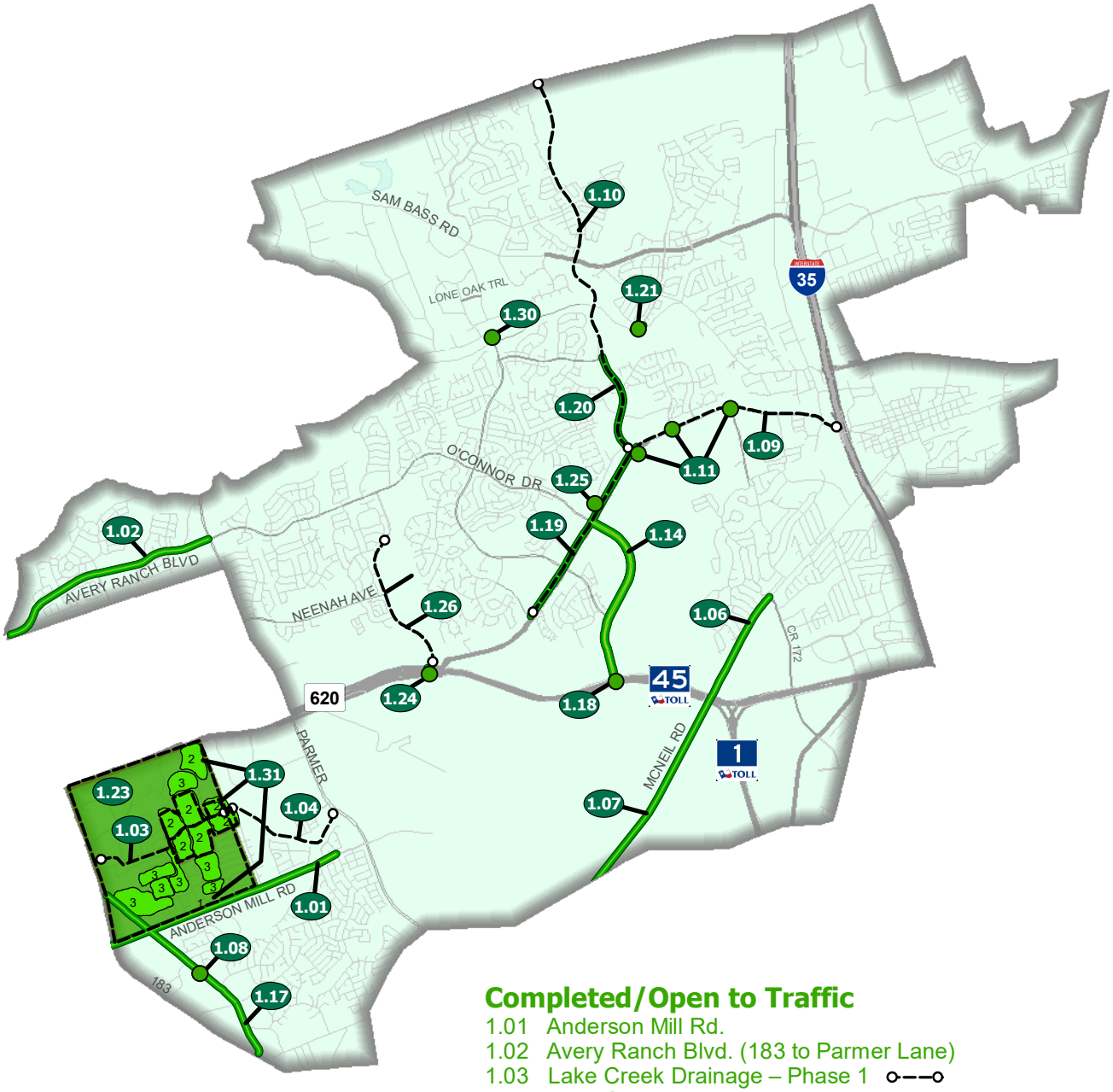
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2020

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



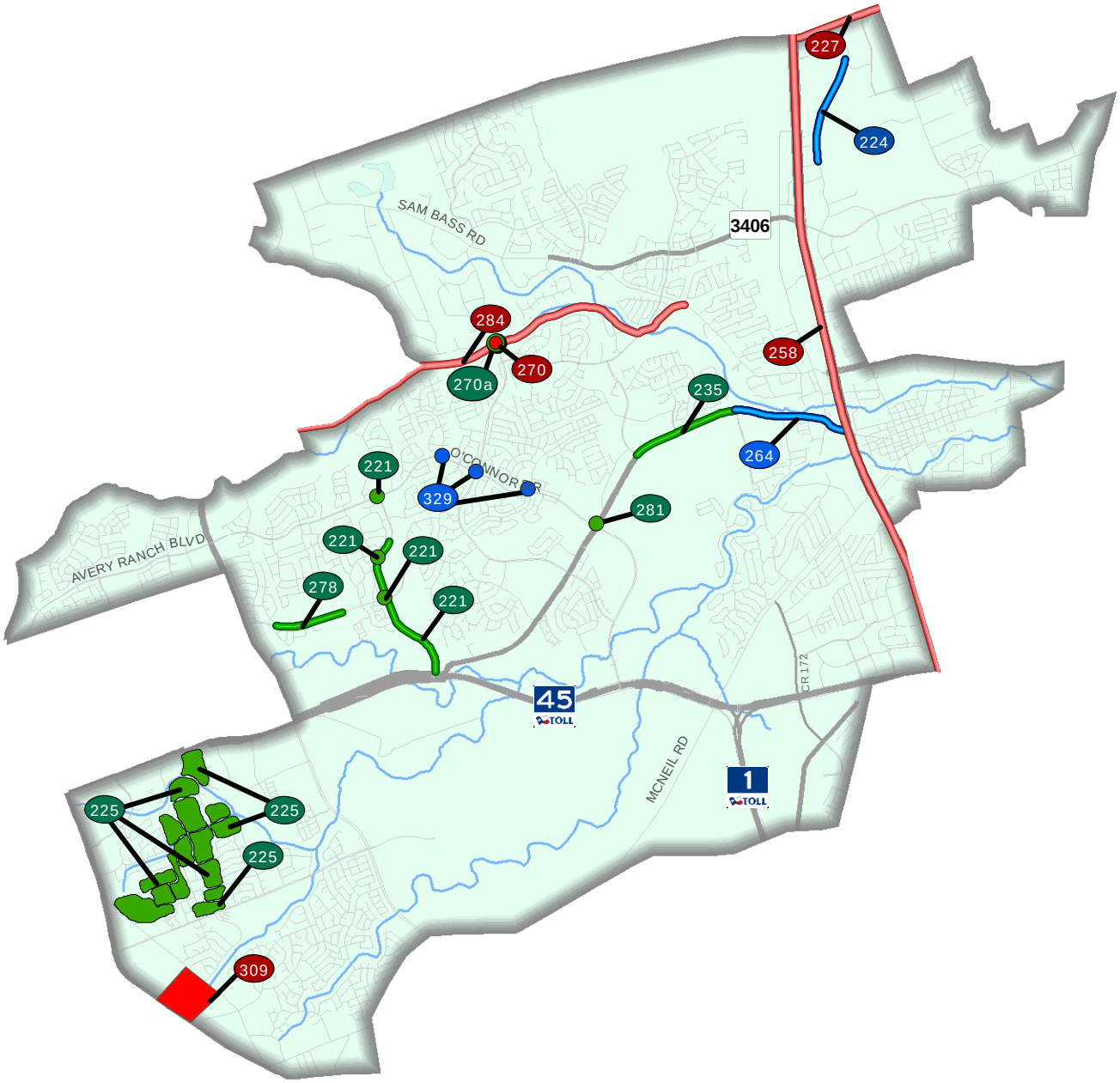
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road
221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
225 Forest North Drainage Improvements Anderson Mill Zone
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
270a Great Oaks Drive Waterline Relocations
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

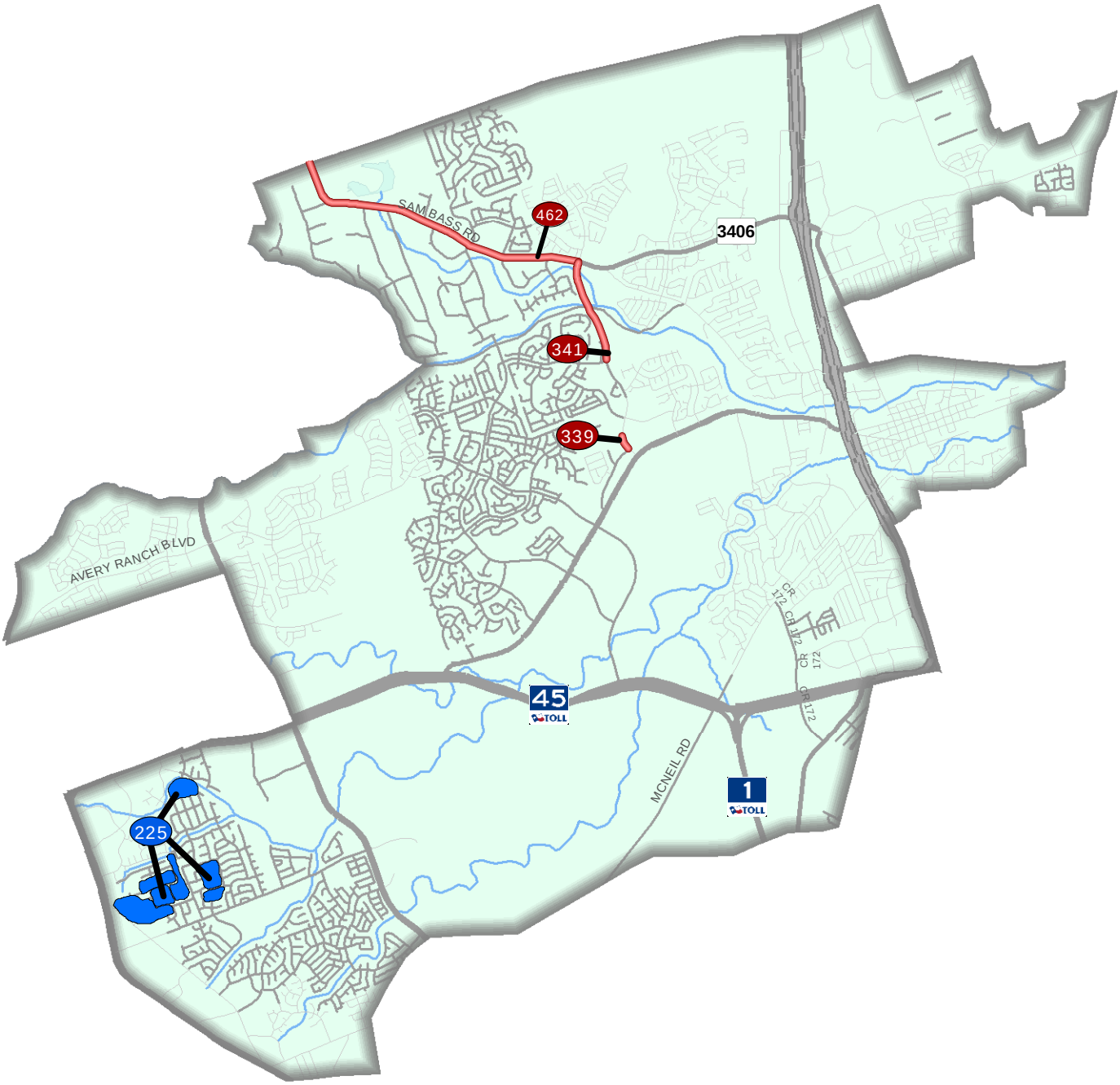
Under Construction/Bidding

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

227 University Boulevard Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Under Construction / Bidding

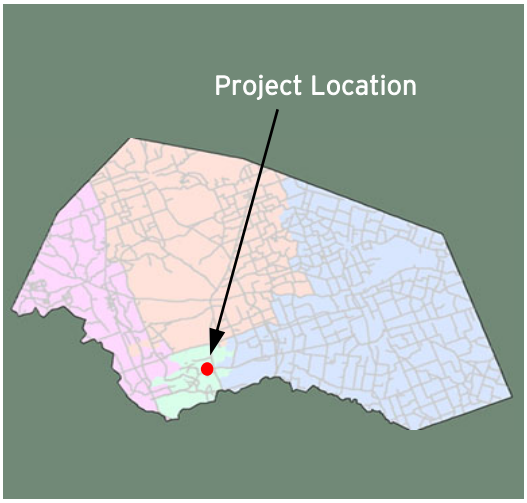
225 Forest North Drainage Improvements Phase 3

In Design

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)



North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - September 2020
Estimated Construction Cost: $10.8 Million

AUGUST 2020 IN REVIEW

08/07/2020: Capital Excavation formed and poured the north section of Driveway #2. Subcontractor Houston Saw Drilling grooved the Chandler Branch Bridge deck. The first and second lifts of flexible base were placed. Steel was tied for the retaining wall for the water quality pond on Parcel #7.

08/14/2020: Subcontractor Flasher closed North Mays from Jeffery Way to Paloma Drive. The north half of Driveway #1 was formed and poured. Subcontractor Capstar Electric installed conduit for the new illumination. Subcontractor ESSI began installing the small roadway signs from the south end of the project moving north.

08/21/2020: Excavation continued for the widening on the south end of the project. The gates were installed on the City of Round Rock Access Driveway #2. Subcontractor Capstar Electric continued installing conduit for the new illumination on North Mays from Jeffery Way to Paloma Drive.

08/28/2020: Flexible base was placed on the south end of the project. The third lift of flexible base on the north end of the project was placed. Two sections of the vertical portion and the last section of the footing were formed and poured at the retaining wall for the water quality pond on Parcel #7.

Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019				410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	13	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	15	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	21	45
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	27	53
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	52	60
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	59	68
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	63	75
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	67	82
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	69	90
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	71	97
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	73	105
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	77	112
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	80	120
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	84	127
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	88	134

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.18	$ 24,898.18

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Adjusted Price = $10,800,733.93

Great Oaks Water Line Relocations
Project No. 3185

Original Contract Price = $1,325,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
1/7/2020	2/4/2020	2/19/2020	2/24/2020	6/18/2020		60	0	60

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	2/24/2020	3/2/2020	8	$336,836.04	$336,836.04	$37,426.23	$37,426.23	25	13
2	3/2/2020	3/27/2020	26	$359,779.20	$696,615.24	$39,975.46	$77,401.69	52	57
3	3/28/2020	5/5/2020	39	$493,633.29	$1,190,248.53	$54,848.15	$132,249.84	88	122

8/28/2020 Comments - Substantial Completion was granted as of 6/18/20. Punch list items are ongoing including the Fern Bluff MUD water shutoff.

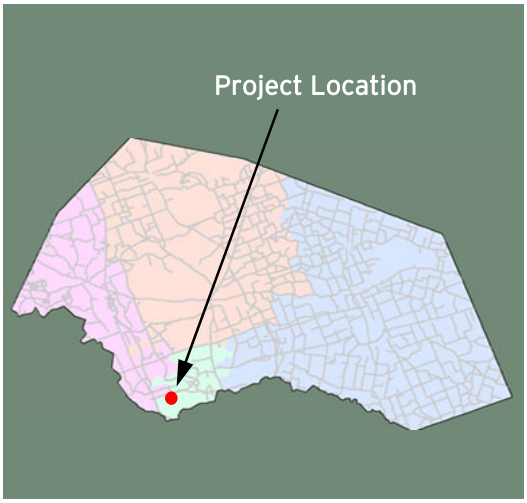
Change Order Number	Approved	Cost This CO	Total COs
01	6/2/2020	$30,099.11	$ 30,099.11

3F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

Change Order Number	Approved	Cost This CO	Total COs
02	6/2/2020	$140,830.73	$ 170,929.84

4B: Third Party Accommodation. Third party requested work. This Change Order adds revisions to the Brushy Creek MUD water line design that did not make it into the original plans.

Adjusted Price = $1,495,929.84



Forest North Phase 3
(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - January 2022
Estimated Construction Cost: $4.8 Million

AUGUST 2020 IN REVIEW

08/07/2020: DeNucci Constructors installed the COA 8" Water Line A on Broadmeade Avenue in the Norchester Zone. The removal of the existing COA 8" asbestos water line began on Braes Valley. COA shutouts were performed to remove the existing asbestos line.

08/14/2020: A COA shutout was performed in the Braes Valley Zone at Wisterwood and Broadmeade intersection to make a connection to the water main. Storm sewer pipe was installed, including reinforced concrete pipes and drop inlets along Braes Valley and Perthshire streets in the Braes Valley zone.

08/21/2020: The COA 8" water line was installed on Barryknoll at Broadmeade in the Norchester zone. Storm sewer pipe was installed, including reinforced concrete pipes and drop inlets, in the residential easements between Perthshire Street to Wisterwood in the Braes Valley zone.

08/28/2020: The COA 8" water line installation began on Chester Forest in the Norchester zone. Storm sewer installation, including reinforced concrete pipes and drop inlets, began along Broadmeade Avenue in the Braes Valley zone. Subcontractor Texas Tree Experts continued to remove trees at various locations in the Norchester zone in advance of storm sewer work.

Design Engineer: K. Friese & Associates
Contractor: DeNucci Contractors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

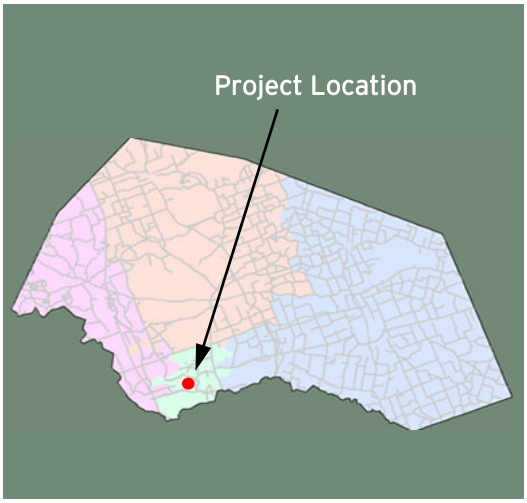
Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020				600	0	600

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,693.80	$52,740.10	11	9

Adjusted Price = $4,793,058.15



O'Connor Traffic Signals
(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .1 miles
Roadway Classification: Residential Intersections

Project Schedule: October 2019 - September 2020
Estimated Construction Cost: $.85 Million

AUGUST 2020 IN REVIEW

08/07/2020: Champion Infrastructure completed backfilling bore pits and trenches at the northwest and northeast corners of the Liberty Walk intersection. Signal work at Liberty Walk intersection was halted. The design issue is awaiting the designer's review and approval of the proposed changes.

08/14/2020: Conduit crossings were installed at the Liberty Walk intersection by open cutting the existing roadways. Storm sewer pipe encountered during direction drilling operation under Liberty Walk, north of O'Connor Drive, was exposed and repaired. Subcontractor Acme Barricades set up a lane closure for open cutting the conduit crossings.

08/21/2020: The Contractor completed investigating and repairing the 60" storm sewer pipe encountered during direction drilling under the O'Connor Drive at Liberty Walk intersection. Conduits were extended at the northeast and southwest corners of the Liberty Walk intersection.

08/28/2020: Trenching and installing conduits continued at both the southwest and southeast corners of the Liberty Walk intersection. Design change discussions are ongoing, in response to differing site conditions at the Liberty Walk and Great Oaks intersections.

Design Engineer: Kimley-Horn
Contractor: Champion Infrastructure
Construction Observation:
Clayton Weber / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = $853,503.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/20/2019	9/17/2020	10/3/2019	10/14/2019				210	0	210

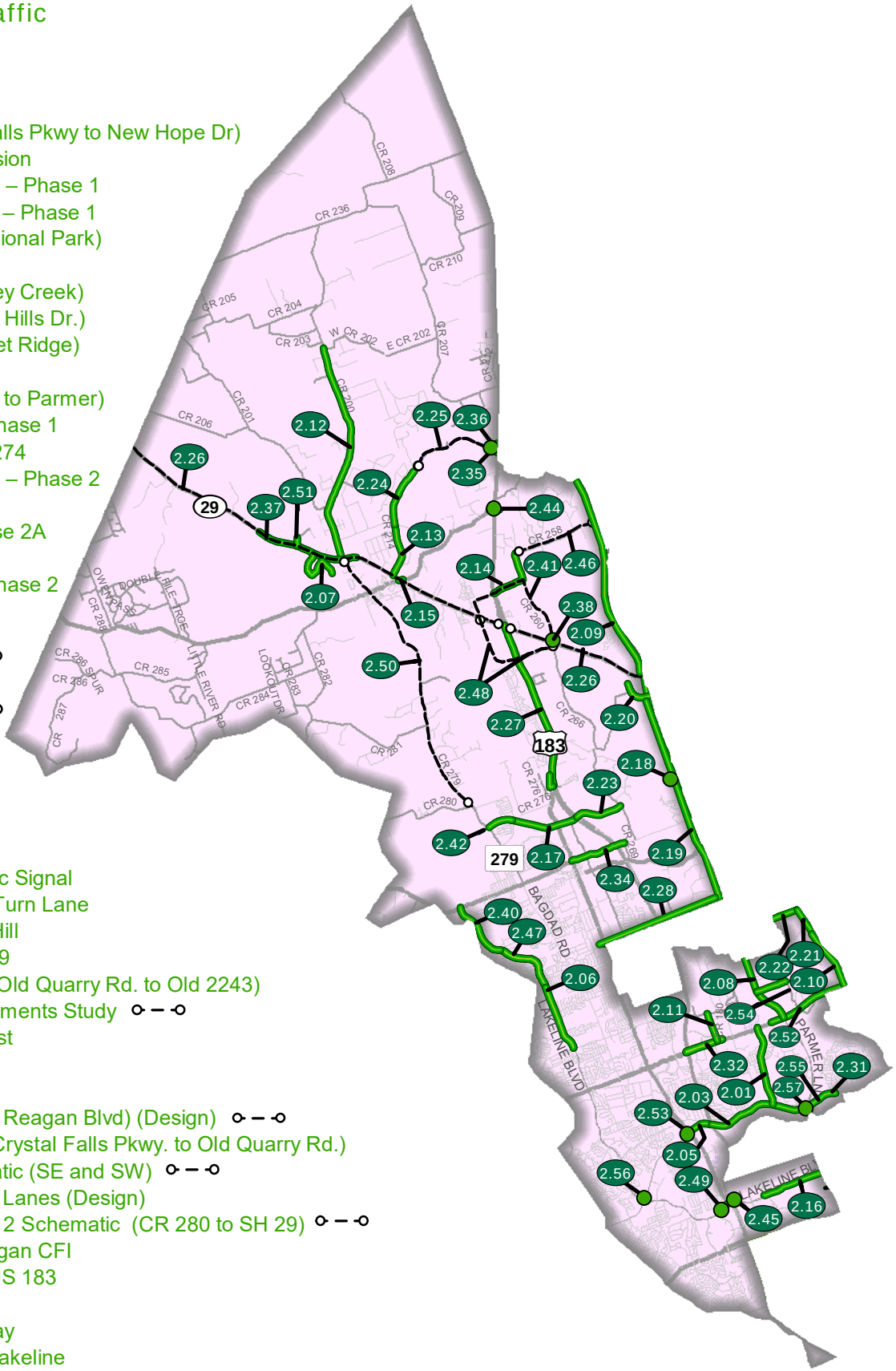
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	6/1/2020	6/30/2020	30	$91,850.40	$91,850.40	$10,205.60	$10,205.60	12	14
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	19	29

Adjusted Price = $853,503.50

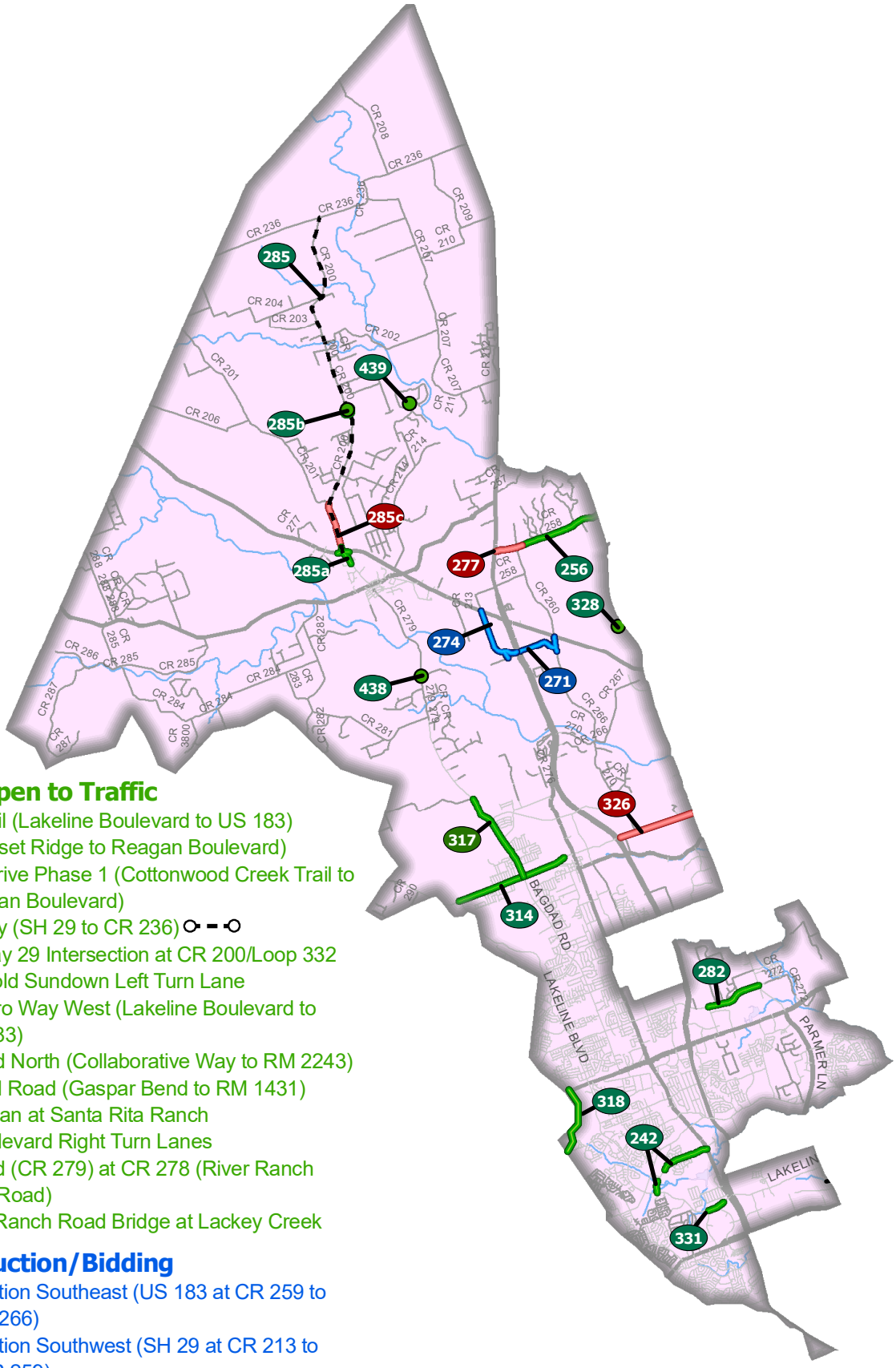
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.49 Lakeline Blvd. Right Turn Lanes (Design)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

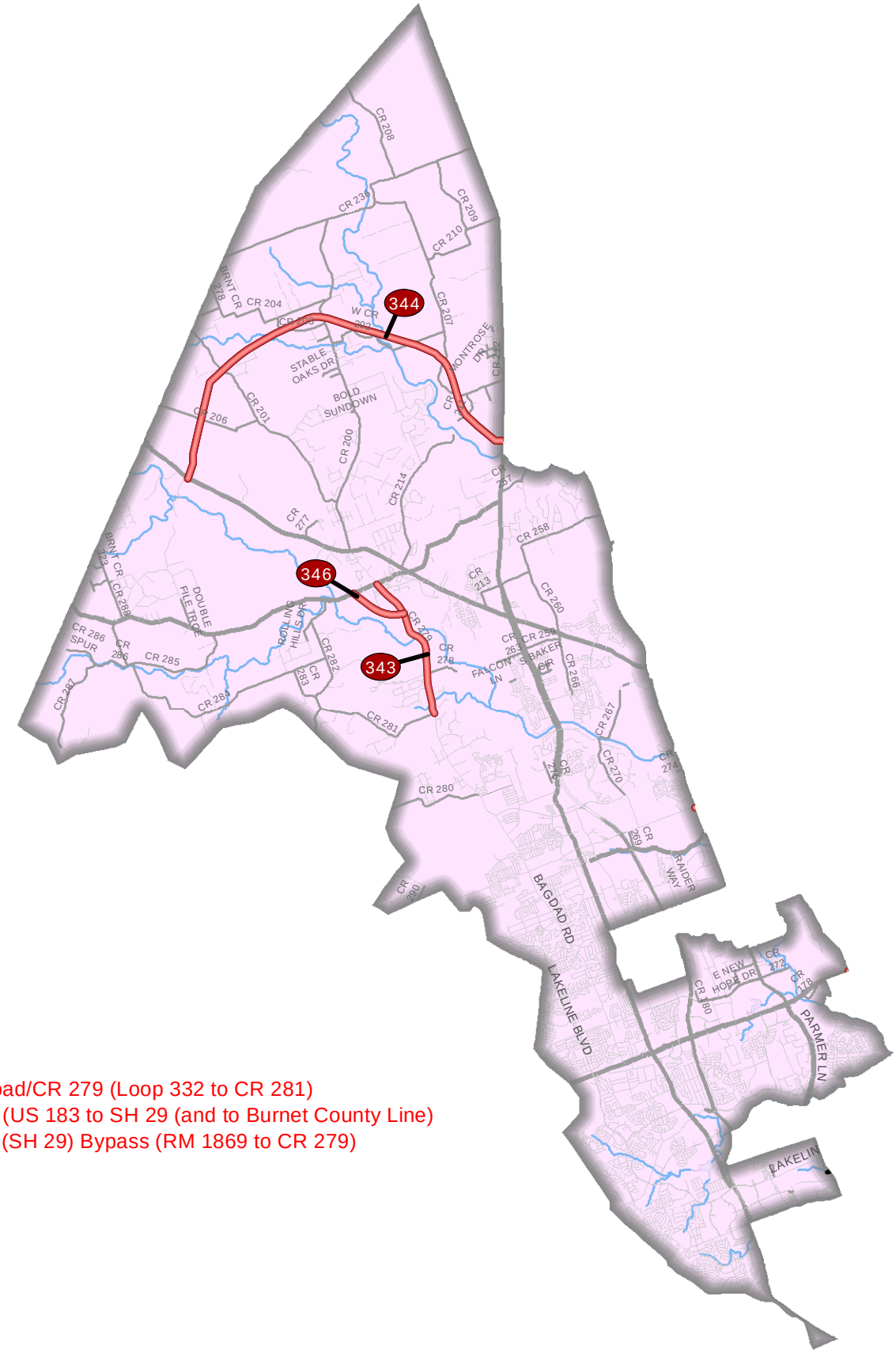
Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)
326 RM 2243 Realignmnet (183A to Southwest Bypass)

2019 Road Bond Program Projects
Precinct 2 - Commissioner Long



In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281)
344 Corridor I2 (US 183 to SH 29 (and to Burnet County Line)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020		480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,296.69	$7,296.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,949.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,722.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,687.17	$15,329.40	$56,631.91	19	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,562.47	$21,652.81	$78,284.72	26	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,310.78	$15,194.26	$93,478.98	31	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,144.53	$203.75	$93,682.73	31	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,656.95	$5,834.67	$99,517.40	33	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,204.77	$22,283.13	$121,800.53	40	64
10	9/1/2019	9/30/2019	30	$207,014.36	$1,303,219.13	$23,001.60	$144,802.13	48	70
11	10/1/2019	10/31/2019	31	$236,499.39	$1,539,718.52	$26,277.71	$171,079.84	57	77
12	11/1/2019	11/30/2019	30	$123,864.67	$1,663,583.19	$13,762.74	$184,842.58	61	83
13	12/1/2019	12/31/2019	31	$137,437.19	$1,801,020.38	$15,270.80	$200,113.38	66	90
14	1/1/2020	1/31/2020	31	$603,824.45	$2,404,844.83	$67,091.60	$267,204.98	88	96
15	2/1/2020	2/29/2020	14	$78,833.21	$2,483,678.04	$8,759.25	$275,964.23	91	99
16	3/1/2020	3/31/2020	0	$22,139.83	$2,505,817.87	$2,459.98	$278,424.21	92	99
17	4/1/2020	4/30/2020	0	$2,202.31	$2,508,020.18	$244.70	$278,668.91	92	99
18	5/1/2020	5/31/2020	0	$23,494.25	$2,531,514.43	$2,610.47	$281,279.38	93	99
19	6/1/2020	6/30/2020	0	$7,866.87	$2,539,381.30	$874.10	$282,153.48	93	99
20	7/1/2020	7/31/2020	0	$30,656.69	$2,570,037.99	$3,406.30	$285,559.78	95	99

8/28/2020 Comments - Awaiting grass growth.

Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

Change Order Number	Approved	Cost This CO	Total COs
02	5/19/2020	$7,944.11	$ 61,360.11

3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Adjusted Price = $3,020,360.11

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)
Project No. 1807-252 Original Contract Price = $1,425,301.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/5/2018	9/18/2018	10/12/2018	10/22/2018	3/7/2020			125		125

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2018	11/30/2018	0	$20,025.00	$20,025.00	$2,225.00	$2,225.00	2	0
2	12/1/2018	12/31/2018	0	$6,088.77	$26,113.77	$676.53	$2,901.53	2	0
3	1/1/2019	1/31/2019	0	$12,825.00	$38,938.77	$1,425.00	$4,326.53	3	0
4	2/1/2019	3/31/2019	0	$14,943.46	$53,882.23	$1,660.38	$5,986.91	4	0
5	4/1/2019	4/30/2019	15	$192,636.00	$246,518.23	$21,404.00	$27,390.91	19	12
6	5/1/2019	5/31/2019	18	$110,889.98	$357,408.21	$12,321.11	$39,712.02	28	26
7	6/1/2019	6/30/2019	12	$39,727.80	$397,136.01	$4,414.20	$44,126.22	31	36
8	7/1/2019	7/31/2019	20	$69,883.20	$467,019.21	$7,764.80	$51,891.02	36	52
9	8/1/2019	9/30/2019	43	$320,467.68	$787,486.89	$35,607.52	$87,498.54	61	86
10	10/1/2019	10/31/2019	17	$36,404.24	$823,891.13	$4,044.92	$91,543.46	64	100
11	11/1/2019	11/30/2019	10	$56,562.93	$880,454.06	$6,284.77	$97,828.23	68	108
12	12/1/2019	12/31/2019	20	$201,899.25	$1,082,353.31	$22,433.25	$120,261.48	84	124
13	1/1/2020	1/31/2020	20	$75,223.62	$1,157,576.93	$8,358.18	$128,619.66	89	140
14	2/1/2020	2/29/2020	5	$20,428.20	$1,178,005.13	$2,269.80	$130,889.46	91	144
15	3/1/2020	3/31/2020	4	$84,133.56	$1,262,138.69	$9,348.17	$140,237.63	97	147
16	4/1/2020	4/30/2020	0	$949.72	$1,263,088.41	$105.53	$140,343.16	98	147
17	5/1/2020	6/30/2020	0	$9,210.11	$1,272,298.52	$1,023.34	$141,366.50	98	147
18	7/1/2020	8/31/2020	0	$18,136.98	$1,290,435.50	$2,015.22	$143,381.72	100	147

8/28/2020 Comments - Awaiting grass growth.

Change Order Number	Approved	Cost This CO	Total COs
01	5/21/2019	$16,166.09	$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Change Order Number	Approved	Cost This CO	Total COs
02	2/11/2020	$5,811.00	$ 21,977.09

1A: Design Error or Omission. Incorrect PSE. This Change Order adds a new item to compensate the Contractor for the cost to fabricate and deliver slot drain cover plates that was deleted from the project. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order replaces lime treatment with an additional 6" of flexible base.

Change Order Number	Approved	Cost This CO	Total COs
03	4/21/2020	$2,803.82	$ 24,780.91

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (item 9). Two water services were discovered on the existing water line during construction that the not called out in the plans. This change order adds a double service to the new water line. 3G: County Convenience. Compliance requirements of new laws and/or policies. This change order upgrades the guard rail end treatments to the most current TxDOT standard.

Change Order Number	Approved	Cost This CO	Total COs
04	5/19/2020	$10,233.46	$ 35,014.37

2J: Differing Site Conditions (unforeseeable). Other. This Change Order compensates the Contractor for the labor and equipment costs to reprocess flexible base on the west roadway approach due to a water line break on Remuda Drive.

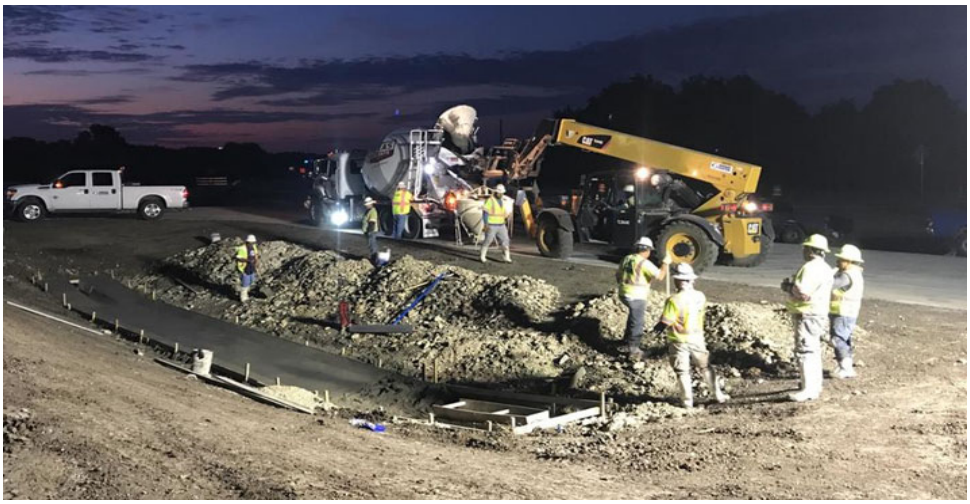
Change Order Number	Approved	Cost This CO	Total COs
05	7/21/2020	($390.00)	$ 34,624.37

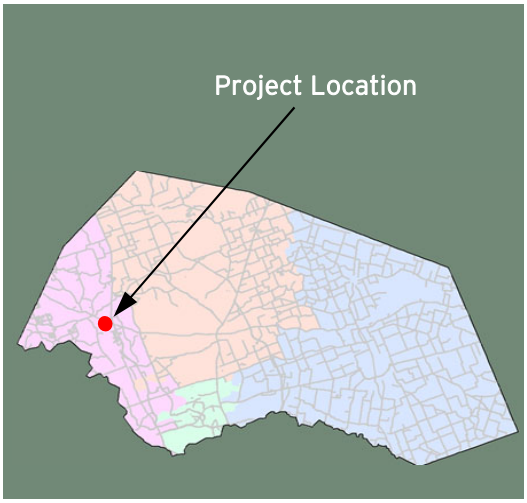
2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities for work on the project paid for by the County as a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
06	9/1/2020	($20,693.24)	$ 13,931.13

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.

Adjusted Price = $1,439,233.03





Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - January 2021
Estimated Construction Cost: $13.7 Million

AUGUST 2020 IN REVIEW

08/14/2020: Southwest: Subcontractor Flasher closed the Tx Materials entrance off of SH 29, striped from US 183 southbound to Tx Materials new driveways, and opened the roadway to Tx Materials traffic. **Southeast:** Jordan Foster graded, formed, and placed the concrete for the riprap at the northeast corner of US 183 northbound, placed riprap at Bridge E, and placed and mow strips at Bridge F. **US 183 Crossover:** Subcontractor Flasher striped a single eastbound lane across the crossover for Tx Materials' trucks. **PEC Pond:** The trickle channel, the SET's for the maintenance driveway and the outfall of the filtration box are being graded and formed up for concrete.

08/28/2020: Southwest: Subcontractor JKB continued the installation of the steel encasements for the 2 wastewater lines. The Contractor placed the concrete for the headwall at Culvert E. Ditch excavation along the east side of the roadway down to Culvert E began. **Southeast:** The underdrain was installed east of the PEC driveway. The first course of flexible base was placed and processed. Subcontractor Roadway Specialties installed the remaining gabion mattresses at Bridge E. The 30" RCP for Culvert F1-1 was excavated and installed. **US 183 Crossover:** Vegetative watering continued. **PEC Pond:** The Contractor placed topsoil along the trickle channel and the safety end treatments at the PEC maintenance driveway.

Design Engineer: K Friese and Aguirre & Fields
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	27	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	32	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	34	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	38	45
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	43	51
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	47	56
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	56	62
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	63	68
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	68	73
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	74	79
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	77	85

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

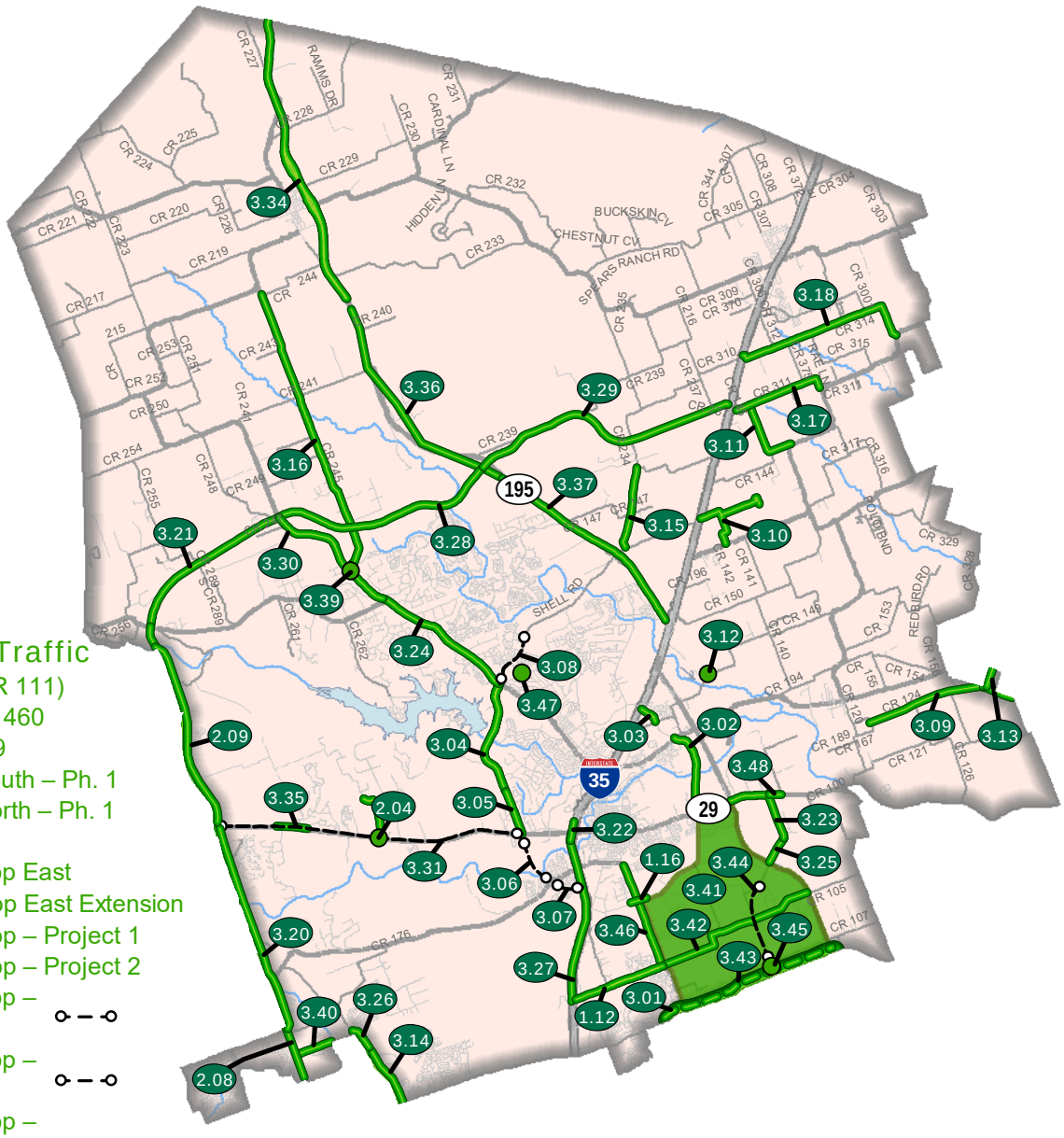
2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Adjusted Price = $13,685,753.57

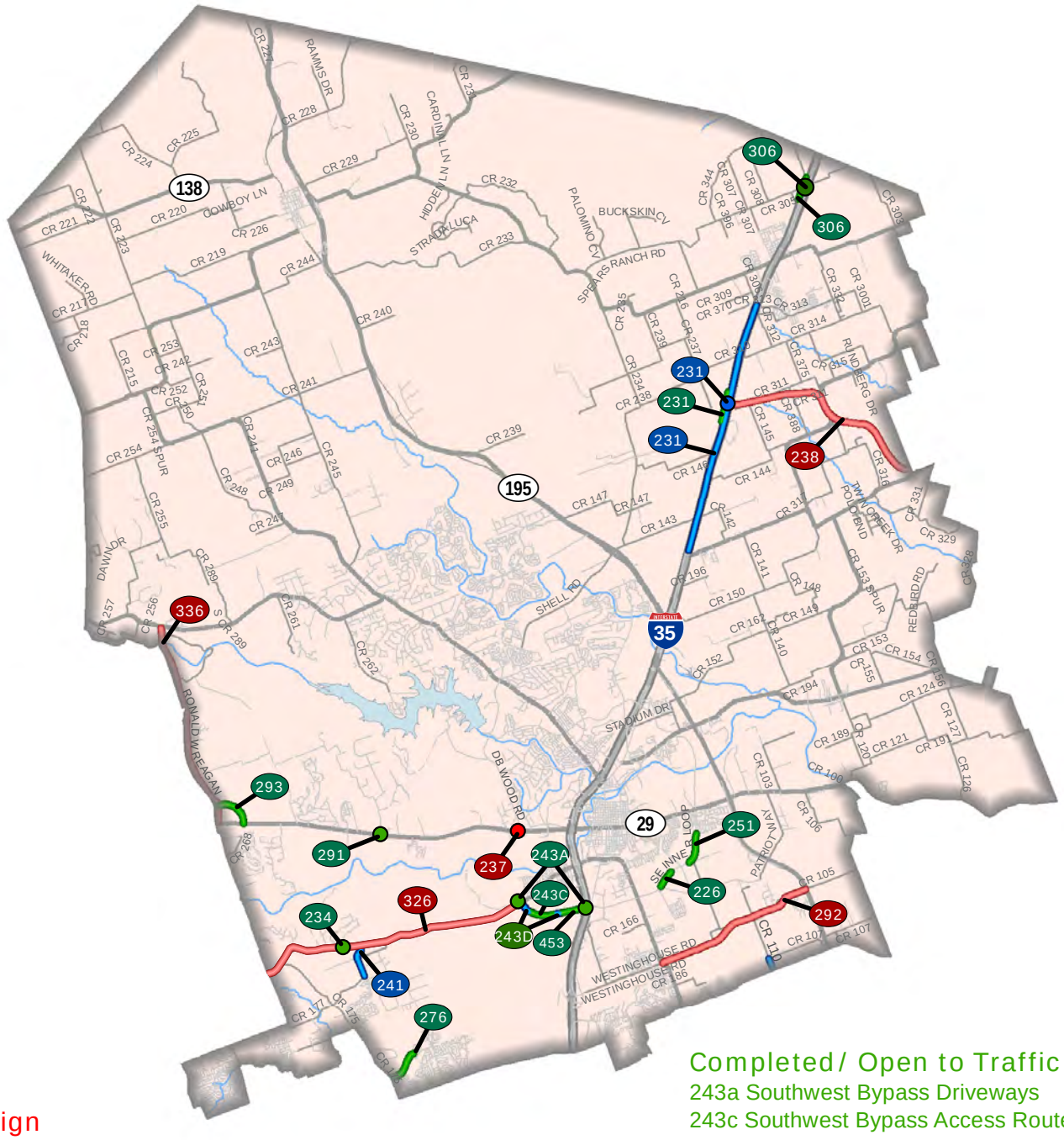
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
326 RM 2243 Realignment (183A to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
241 CR 176 at RM 2243 Intersection (Safety Improvements)

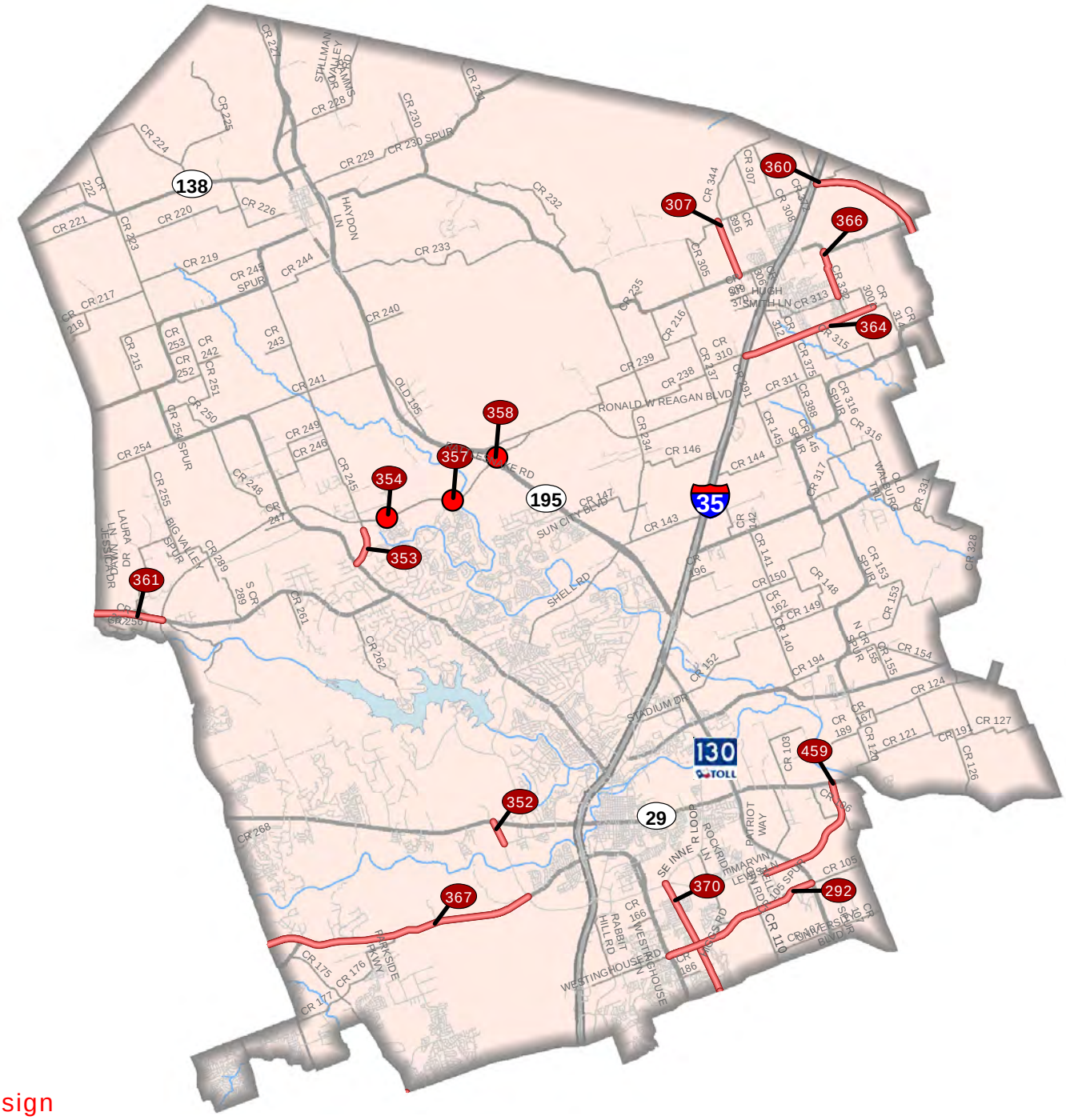
Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
234 RM 2243 at Escalera Parkway (Intersection Improvements)

Completed/ Open to Traffic (con't)

243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 CR 305 at IH 35 Bridge Replacement
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
307 Bud Stockton Extension (CR 305 to FM 487)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
358 SH 195 at Ronald Reagan Boulevard
360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
361 Corridor I1 (Ronald Reagan Boulevard to US 183)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
370 MoKan (Georgetown Inner Loop to University Boulevard)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019			229	60	289

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	10	9
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	19	20
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	34	30
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	41	41
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	43	52
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	43	62
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	53	72
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	58	83
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	66	93
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	67	104
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	76	115
13	7/1/2020	7/31/2020	31	$32,529.38	$2,166,802.57	$1,712.07	$114,042.24	77	125

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

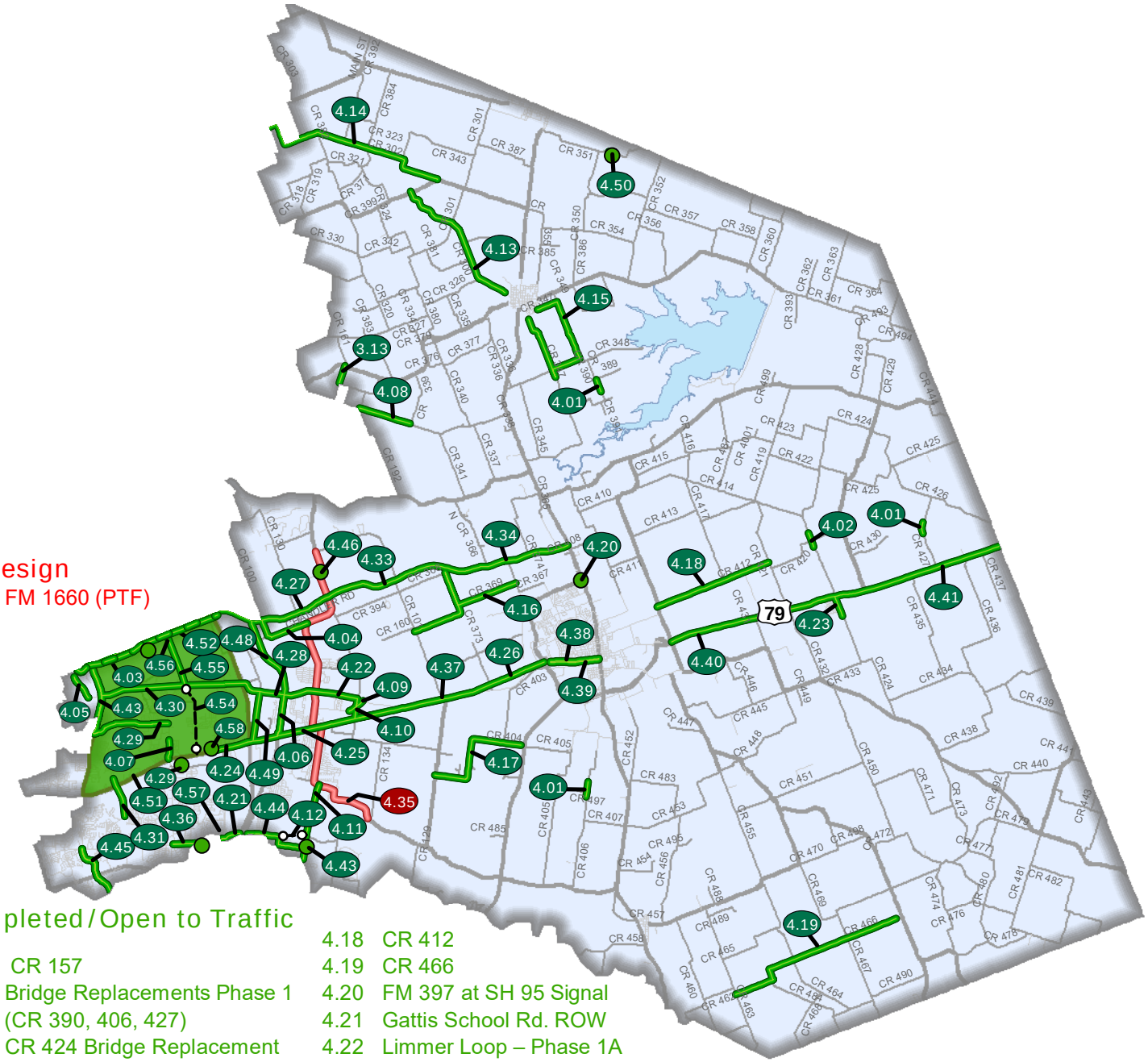
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrde was not necessary.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$452,885.58	$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside

Adjusted Price = $2,968,233.13

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



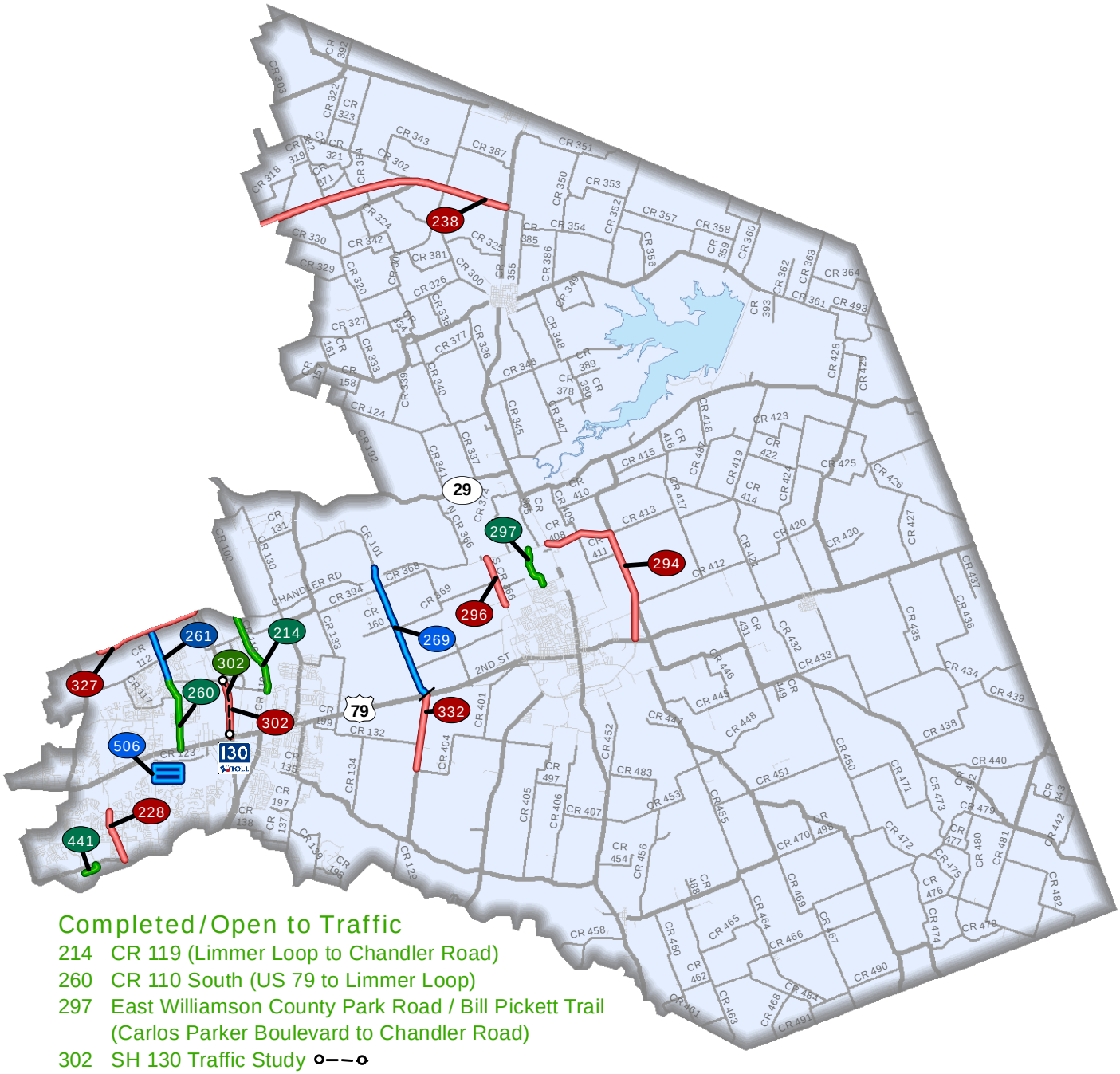
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Traffic Study o—–o
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

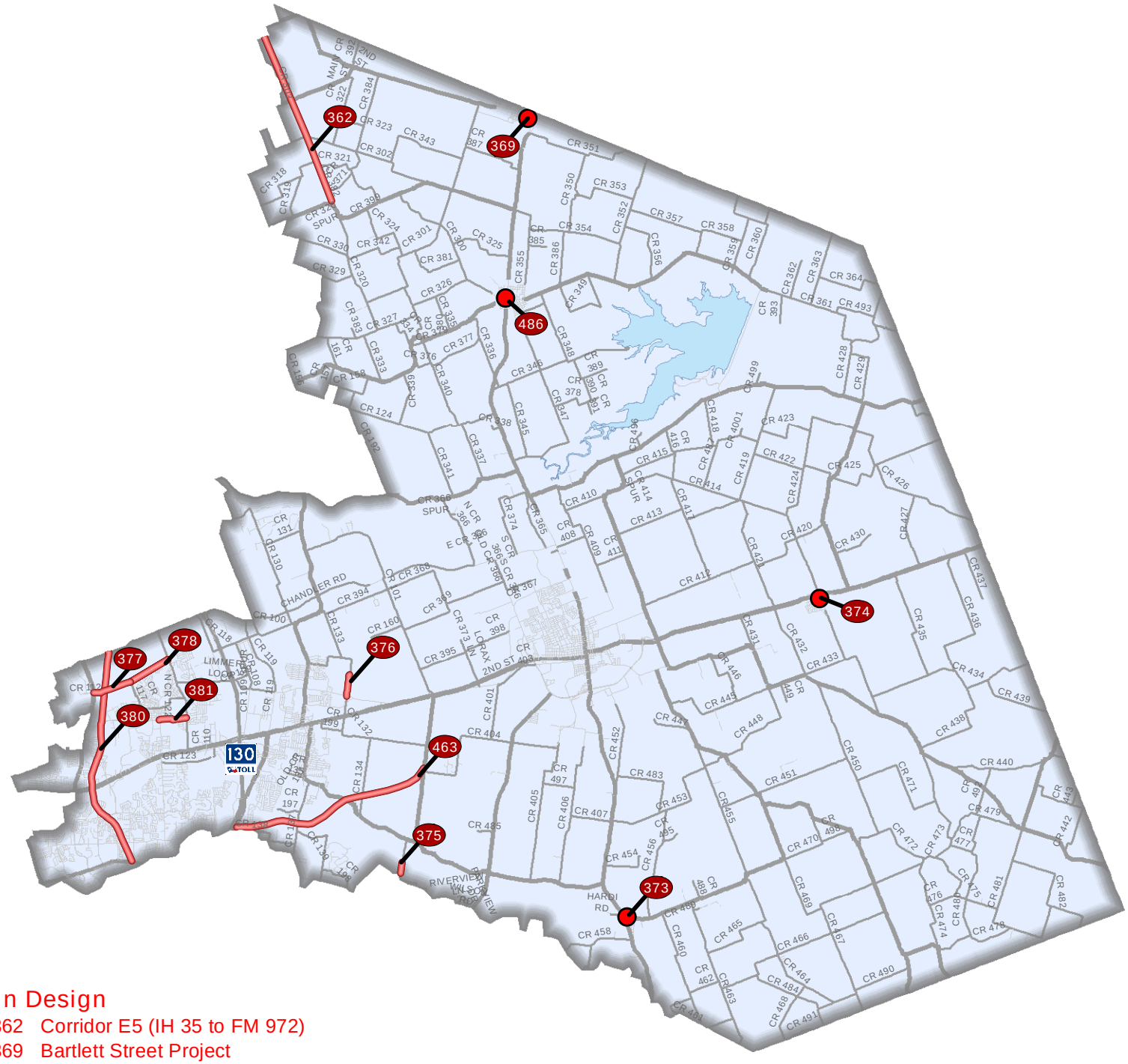
Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
506 Oak Bluff and Greenfield Drainage Improvements

In Design

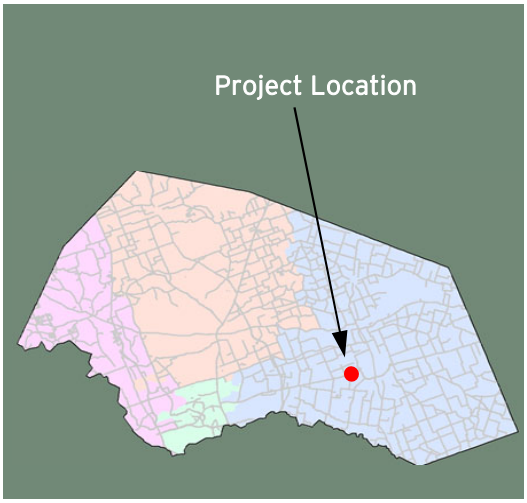
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange

2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



In Design

362 Corridor E5 (IH 35 to FM 972)
369 Bartlett Street Project
373 Coupland Street Project
374 Thrall Street Project
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
486 Davilla Street Culvert Replacement in Granger



CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 -November 2020
Estimated Construction Cost: $9.0 Million

AUGUST 2020 IN REVIEW

08/07/2020: James Construction installed the water line along the east ROW. 5'X3' reinforced concrete boxes were installed at Culverts E and F. Subcontractor Flasher striped University Boulevard to the final striping layout. Subcontractor G Carter installed traffic signal cameras, and adjusted traffic signal height and lane locations at University Boulevard and CR 110.

08/14/2020: The second and third lifts of flexible base were placed, compacted and graded between Toscana Way and CR 112. Subcontractor State by State (Sudden Link) spliced in new line and removed old cable from lines between Limmer Loop and the north end of the project.

08/21/2020: DeSoto Loop north and south driveways were over-excavated by 4", and 8" of Type B asphalt was placed. Subcontractor RSI installed metal beam guard fence on University Boulevard. Subcontractor Texas Materials placed Type B asphalt level up at DeSoto loop north.

08/28/2020: Class C concrete was formed and placed for the headwall at Culverts D and E. The old roadway removal began from Limmer Loop to Toscana Way. Subcontractor Flasher striped Phase 2 roadway from Limmer Loop to Toscana way.

Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	23	30
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	24	38
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	27	46
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	33	54
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	39	62
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	44	69
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	50	77
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	54	85
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	58	90
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	61	97
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	70	107
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	75	115
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	78	123

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

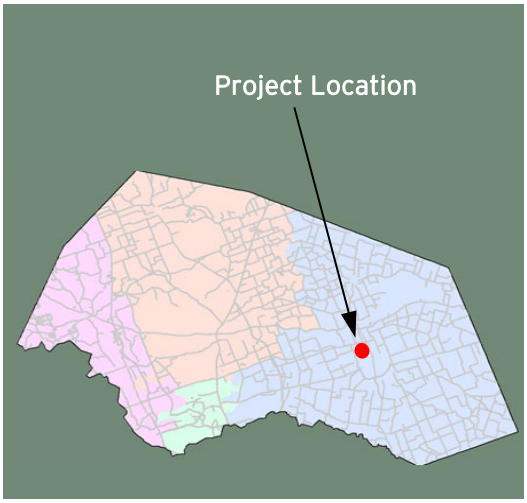
Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Adjusted Price = $9,019,455.30



CR 101
(US 79 to north of Chandler Road)

Project Length: 3.8 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 -December 2021
Estimated Construction Cost: $13 Million

AUGUST 2020 IN REVIEW

08/07/2020: James Construction removed topsoil from CR 369 south approximately 2000'. The Contractor placed embankment from CR 369 to the north side of the South Fork of Mustang Creek and from CR 368 to the North Fork of Mustang Creek.

08/14/2020: Embankment was placed from CR 369 to the north side of the South Fork of Mustang Creek and from CR 368 to the North Fork of Mustang Creek. Volt (Oncor contractor) continued removing the old power lines.

08/21/2020: Embankment continued to be placed from the north side of the South Fork of Mustang Creek to the north and from CR 368 to the North Fork of Mustang Creek. Embankment was placed for the bridge headers at the South Fork of Mustang Creek. A utility crew installed concrete pipe for the Phase 1 sections of Culverts 5 and 6. Volt (Oncor contractor) completed removing the old power lines.

08/28/2020: Topsoil was stripped from south of Little Mustang Creek to the south end of the project, and embankment continued to be placed. The utility crew excavated and graded for the bridge class culvert at the North Fork of Mustang Creek on the north end of the project.

Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/9/2019	11/5/2019	6/26/2020	7/6/2020				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/25/2020	31	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	9

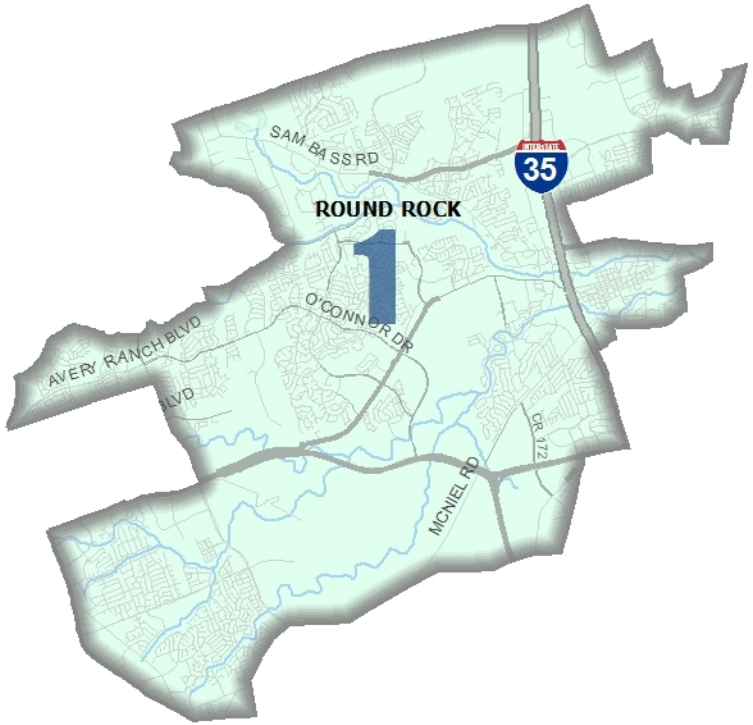
Adjusted Price = $13,092,842.00

Williamson County Commissioners Court

Road Bond Program

September 15, 2020

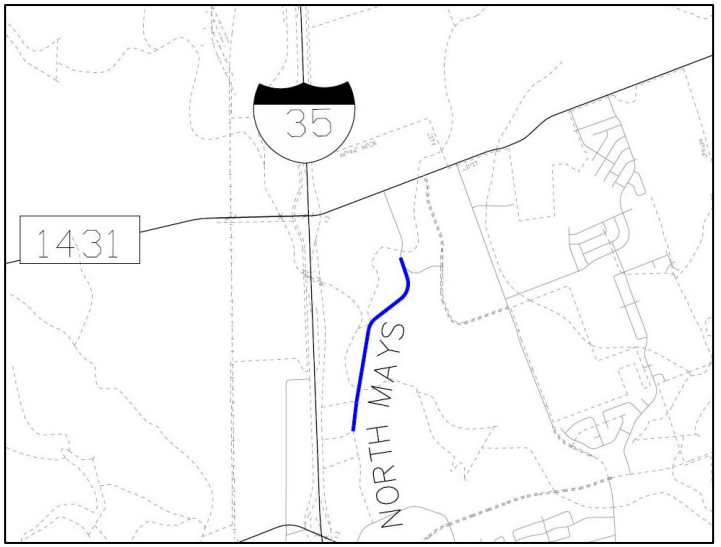
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Fall 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $24,898.18

Adjusted Contract Price = $10,800,733.93

Expenditures to Date = $9,523,882.56 (88%)

North Mays Extension
(Paloma Drive to Oakmont Drive)

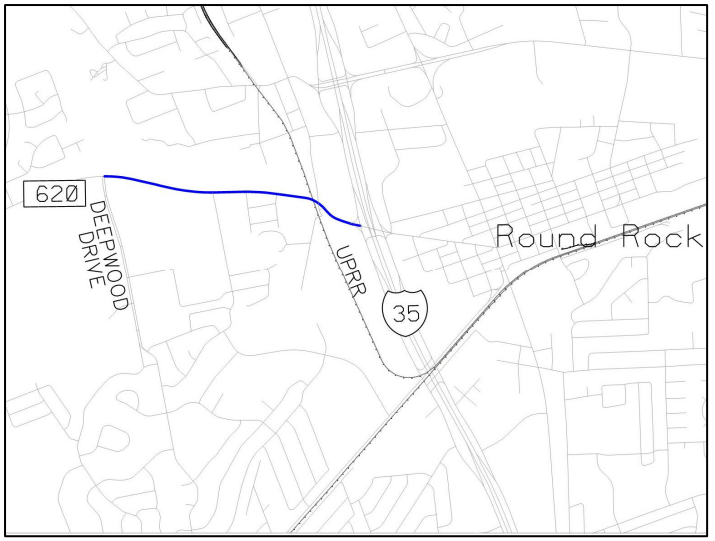
North Mays Extension
(Paloma Drive to Oakmont Drive)

North Mays Extension
(Paloma Drive to Oakmont Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

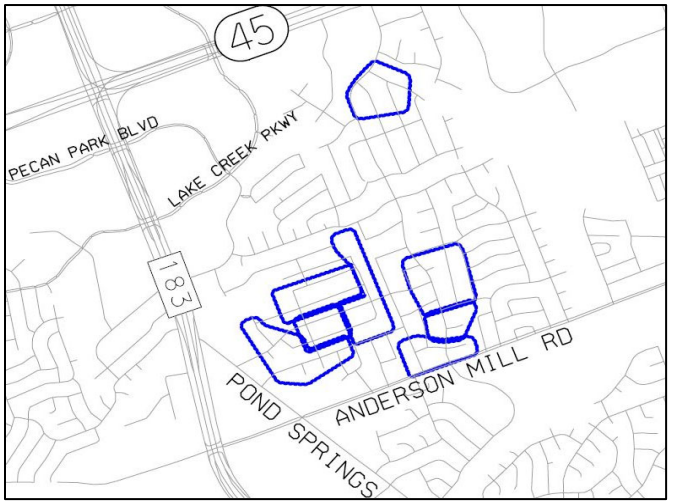
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Forest North Phase 3
Drainage Improvements

Anticipated Completion

Early 2022



Original Contract Price = $4,793,058.15

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,793,058.15

Expenditures to Date = $527,401.00 (11%)

Forest North Phase 3
Drainage Improvements

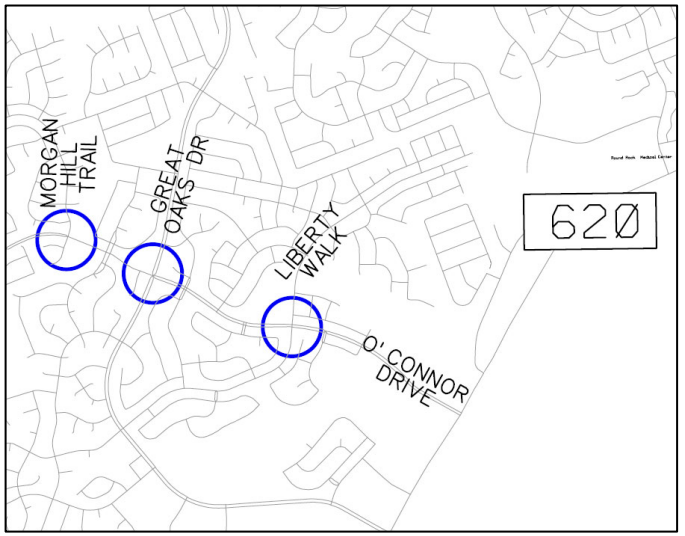
Forest North Phase 3
Drainage Improvements

Forest North Phase 3
Drainage Improvements

O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion

Fall 2020



Original Contract Price = $853,503.50

Total Change Orders to Date = $0.00

Adjusted Contract Price = $853,503.50

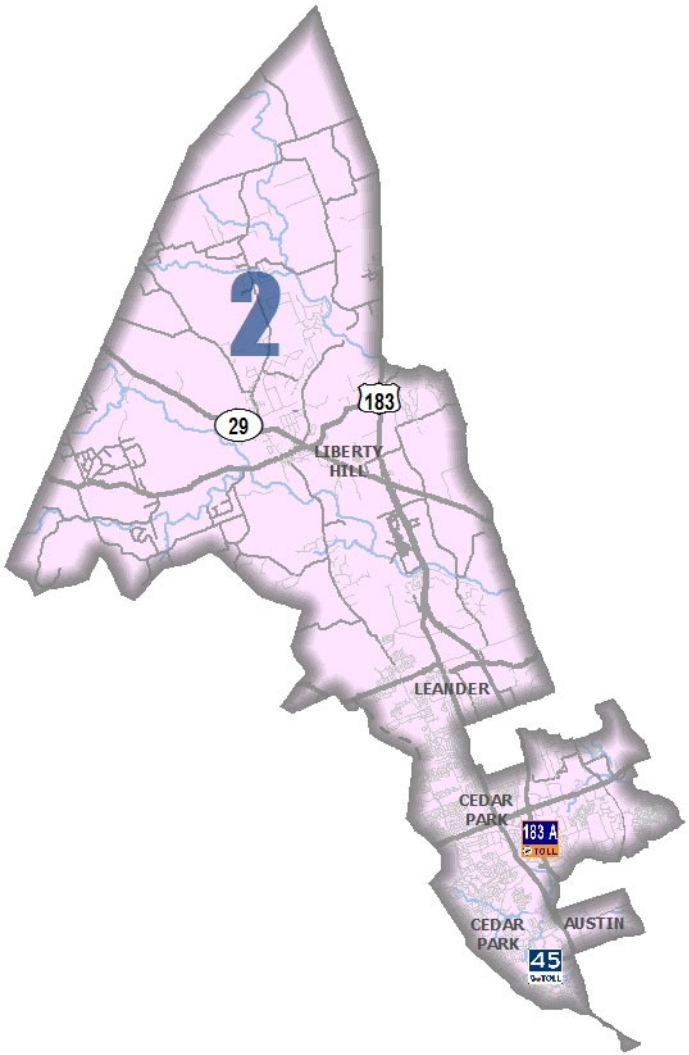
Expenditures to Date = $164,281.00 (19%)

O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)

O’Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)

O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)

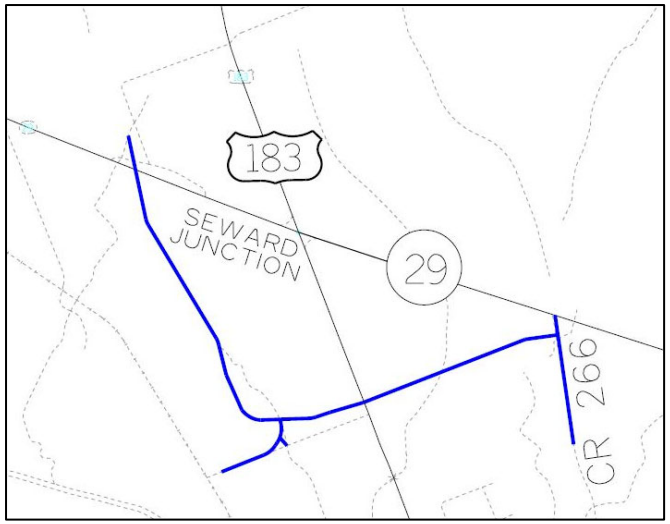
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Early 2021



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $415,495.47

Adjusted Contract Price = $13,685,753.57

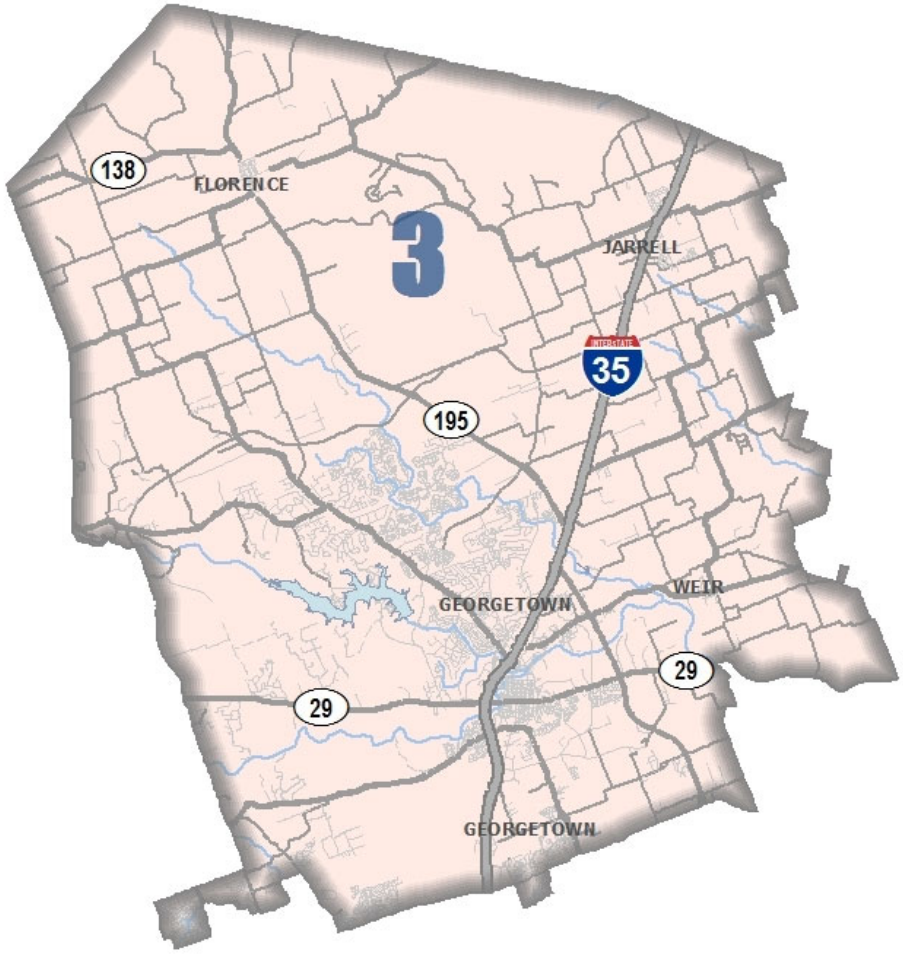
Expenditures to Date = $10,578,786.79 (77%)

Seward Junction Improvements

Seward Junction Improvements

Seward Junction Improvements

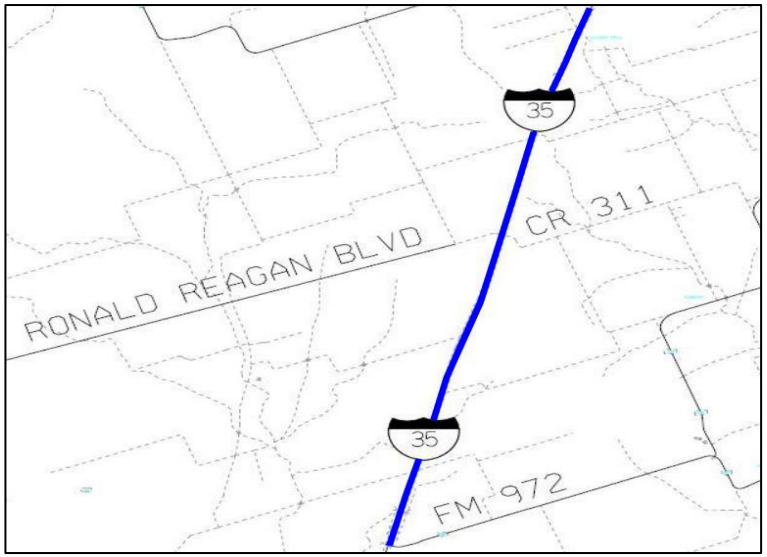
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Late 2020



Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion

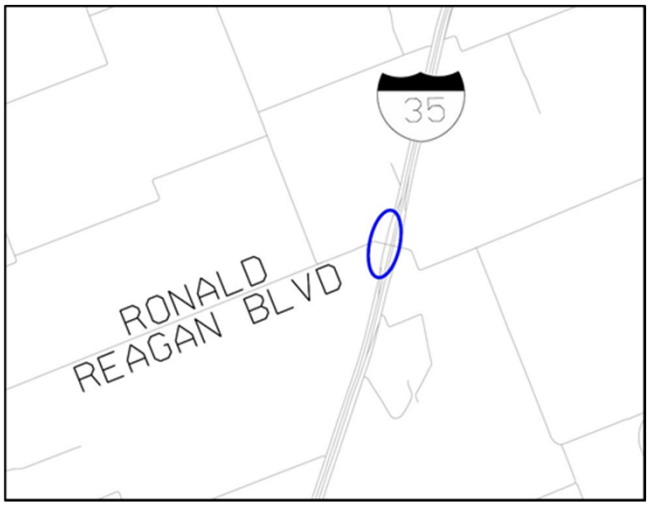
IH 35 Ramp Reversals and Frontage Road Conversion

IH 35 Ramp Reversals and Frontage Road Conversion

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Summer 2021



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

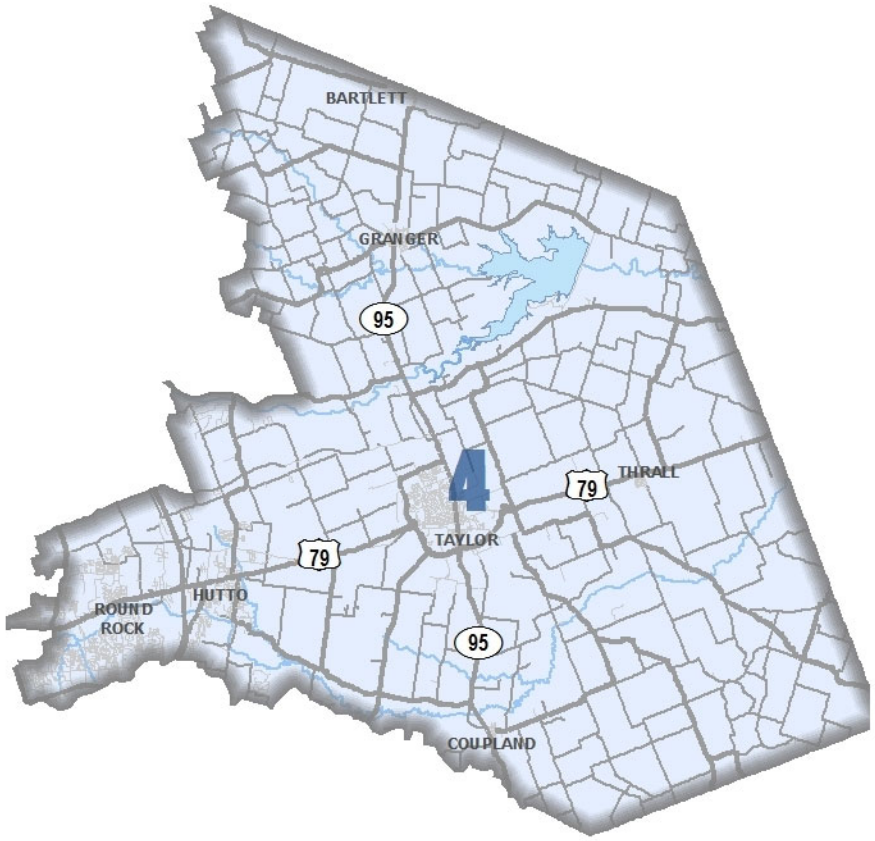
Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

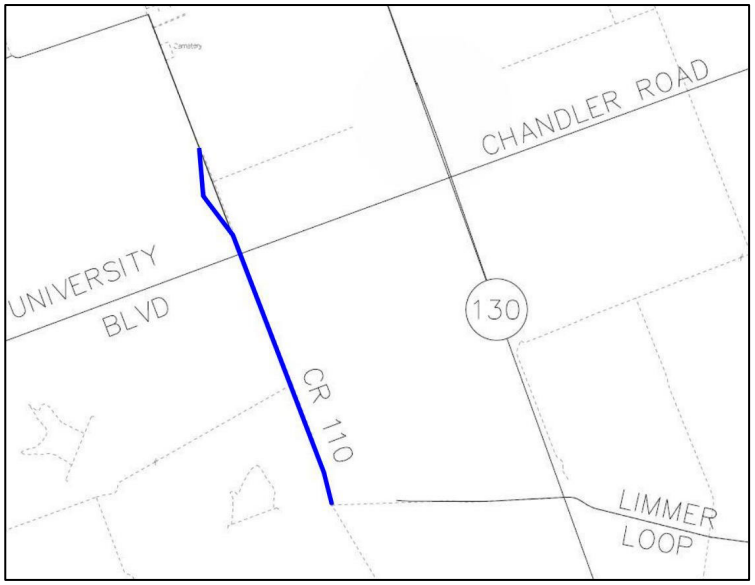
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Anticipated Completion

Fall 2020



Original Contract Amount = $8,910,862.73

Total Change Orders = $108,592.57

Adjusted Contract Price = $9,019,455.30

Expenditures to Date = $7,078,415.75 (78%)

CR 110 Middle
(Limmer Loop to CR 107)

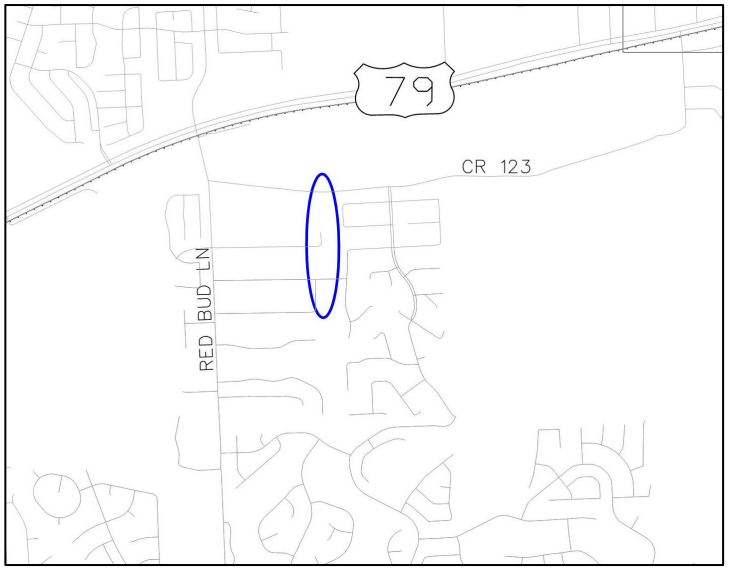
CR 110 Middle
(Limmer Loop to CR 107)

CR 110 Middle
(Limmer Loop to CR 107)

Oak Bluff and Greenfield Drainage Improvements

Anticipated Completion

Fall 2020



Partnership with City of Round Rock

Original Contract Amount = $1,770,012.25

Construction is managed by City of Round Rock

Oak Bluff and Greenfield Drainage Improvements

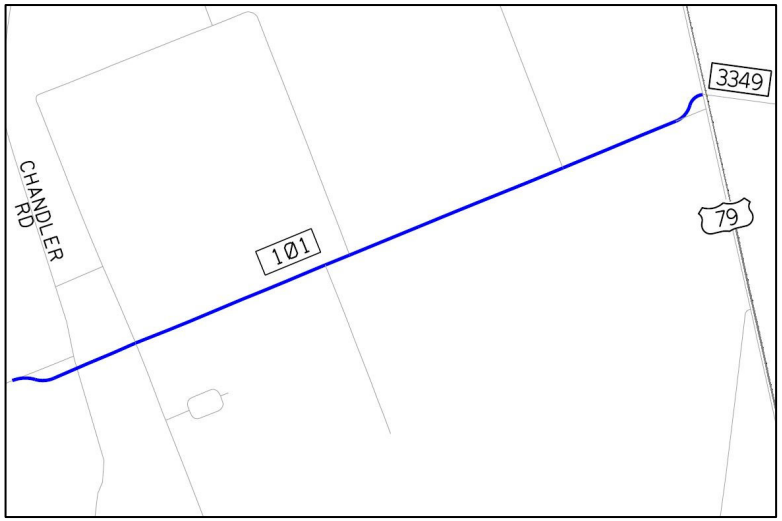
Oak Bluff and Greenfield Drainage Improvements

Oak Bluff and Greenfield Drainage Improvements

CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Late 2021



Original Contract Amount = $13,092,842.00

Total Change Orders = $0.00

Adjusted Contract Price = $13,092,842.00

Expenditures to Date = $2,710,284.34 (21%)

CR 101
(US 79 to North of Chandler Road)

CR 101
(US 79 to North of Chandler Road)

CR 101
(US 79 to North of Chandler Road)

Commissioners Court - Regular Session **69.**

Meeting Date: 09/15/2020

1803-219 - Southwest Bypass Segment 2 Change Order No 4

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $-316,997.71 for Southwest Bypass Segment 2 (James Construction Group), a Road Bond project in Commissioner Pct. 3.
P: 243 Funding: Road Bond

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. A new item was necessary to provide power to the bridge illumination, because the existing service was not in an accessible location.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1803-219 Southwest Bypass Segment CO No 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:44 AM
Form Started By: Dawn Haggard		Started On: 09/02/2020 02:11 PM
Final Approval Date: 09/10/2020		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 4

1. CONTRACTOR: James Construction

2. Change Order Work Limits: Sta. 68+36.97 to Sta. 487+77.00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	*1803-219*
Roadway:	*Southwest Bypass 2*
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items:

7. New or revised plan sheet(s) are attached and numbered:

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ 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 8/20/20

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: 2 Days added on this CO: 6

Amount added by this change order: **($316,997.71)**

RECOMMENDED FOR EXECUTION:

P.E. 8/21/20
Project Manager Date

N/A
Design Engineer Date

8/28/2020
Program Manager Date

Design Engineer's Seal.

N/A

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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *1803-219*

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
160-6005	FURNISHING AND PLACING TOPSOIL	CY	$31.22	4,393.00	$137,149.46	235.00	4,628.00	$144,486.16	$7,336.70
164-6009	BROADCAST SEED (TEMP)(WARM)	SY	$0.12	21,082.00	$2,529.84	(21,082.00)	0.00	$0.00	($2,529.84)
164-6011	BROADCAST SEED (TEMP)(COOL)	SY	$0.12	21,082.00	$2,529.84	(21,082.00)	0.00	$0.00	($2,529.84)
168-6001	VEGETATIVE WATERING	MG	$22.87	6,958.00	$159,129.46	(6,958.00)	0.00	$0.00	($159,129.46)
310-6027	PRIME COAT (MC-30, OR AE-P)	GAL	$3.60	5,990.00	$21,564.00	(1,390.00)	4,600.00	$16,560.00	($5,004.00)
340-6242	D-GR HMA(SQ)TY-B OR D PG64-22(LVL-UP)	TON	$82.35	829.00	$68,268.15	(542.33)	286.67	$23,607.27	($44,660.88)
341-6008	D-GR HMA TY-B PG64-22	TON	$59.19	5,163.00	$305,597.97	246.56	5,409.56	$320,191.86	$14,593.89
341-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$79.26	7,296.00	$578,280.96	589.48	7,885.48	$625,003.14	$46,722.18
401-6001	FLOWABLE BACKFILL	CY	$123.50	281.00	$34,703.50	(120.00)	161.00	$19,883.50	($14,820.00)
431-8001	PNEUMATICALLY PLACED CONC (ROCK FACIA)	SY	$82.45	625.00	$51,531.25	(625.00)	0.00	$0.00	($51,531.25)
432-6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	$60.00	282.00	$16,920.00	32.00	314.00	$18,840.00	$1,920.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	$687.17	65.00	$44,666.05	2.00	67.00	$46,040.39	$1,374.34
432-8002	RIPRAP (STONE PROTECTION)(8 IN) (TY II)	CY	$25.49	9,051.00	$230,709.99	(1,102.00)	7,949.00	$202,620.01	($28,089.98)
464-6018	RC PIPE (CL IV)(24 IN)	LF	$74.83	525.00	$39,285.75	49.00	574.00	$42,952.42	$3,666.67
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,780.00	16.00	$60,480.00	1.00	17.00	$64,260.00	$3,780.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$19.50	185.00	$3,607.50	(185.00)	0.00	$0.00	($3,607.50)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$6.00	372.00	$2,232.00	(185.00)	187.00	$1,122.00	($1,110.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$2.05	5,297.00	$10,858.85	(591.00)	4,706.00	$9,647.30	($1,211.55)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.10	8,539.00	$853.90	(1,633.00)	6,906.00	$690.60	($163.30)
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	$1,500.00	4.00	$6,000.00	1.00	5.00	$7,500.00	$1,500.00
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	$27.02	778.00	$21,021.56	161.00	939.00	$25,371.78	$4,350.22
618-6053	CONDT (PVC) (SCH 80) (3")	LF	$15.74	130.00	$2,046.20	160.00	290.00	$4,564.60	$2,518.40
620-6007	ELEC CONDR (NO.8) BARE	LF	$1.10	2,964.00	$3,260.40	240.00	3,204.00	$3,524.40	$264.00
620-6008	ELEC CONDR (NO.8) INSULATED	LF	$1.31	5,048.00	$6,612.88	480.00	5,528.00	$7,241.68	$628.80
624-6002	GROUND BOX TY A (122311) W/APRON	EA	$891.76	12.00	$10,701.12	3.00	15.00	$13,376.40	$2,675.28
624-6010	GROUND BOX TY D (162922)W/APRON	EA	$996.68	5.00	$4,983.40	2.00	7.00	$6,976.76	$1,993.36
644-6001	IN SM RD SN SUP&AM TY10BWG(1) SA(P)	EA	$320.00	17.00	$5,440.00	3.00	20.00	$6,400.00	$960.00
644-6004	IN SM RD SN SUP&AM TY10BWG(1) SA(T)	EA	$425.00	17.00	$7,225.00	4.00	21.00	$8,925.00	$1,700.00
644-6012	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	EA	$425.00	0.00	$0.00	1.00	1.00	$425.00	$425.00
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	$520.00	13.00	$6,760.00	1.00	14.00	$7,280.00	$520.00
TOTALS					$1,844,949.03			$1,627,490.27	($217,458.76)

WILLIAMSON COUNTY, TEXAS

4 *Project # 1803-219*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
658-6005	INSTL DEL ASSM (D-SW)SZ 1(FLX)SRF(BI)	EA	$49.82	31.00	$1,544.42	10.00	41.00	$2,042.62	$498.20
658-6014	INSTL DEL ASSM (D-SW)SZ (BR)CTB (BI)	EA	$9.75	77.00	$750.75	35.00	112.00	$1,092.00	$341.25
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	$13.49	11.00	$148.39	(4.00)	7.00	$94.43	($53.96)
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EA	$40.99	26.00	$1,065.74	10.00	36.00	$1,475.64	$409.90
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.47	3,358.00	$1,578.26	22.00	3,380.00	$1,588.60	$10.34
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.53	3,358.00	$1,779.74	30.00	3,388.00	$1,795.64	$15.90
666-6282	REF PROF PAV MRK TY I(W)4"(SLD)(060MIL)	LF	$0.74	16,722.00	$12,374.28	(16,722.00)	0.00	$0.00	($12,374.28)
666-6287	REF PROF PAV MRK TY I(Y)4"(SLD)(090MIL)	LF	$0.79	16,539.00	$13,065.81	(16,539.00)	0.00	$0.00	($13,065.81)
666-6303	RE PM W/RET REQ TY I (W)4"(SLD) (100MIL)	LF	$0.38	4,299.00	$1,633.62	17,342.00	21,641.00	$8,223.58	$6,589.96
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD) (100MIL)	LF	$0.38	6,386.00	$2,426.68	17,433.00	23,819.00	$9,051.22	$6,624.54
672-6009	REFL PAV MRKR TY II-A-A	EA	$3.16	593.00	$1,873.88	19.00	612.00	$1,933.92	$60.04
685-6004	INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	EA	$7,081.65	4.00	$28,326.60	(1.00)	3.00	$21,244.95	($7,081.65)
S2-GA	GATE ATTENDANT	HR	$22.67	5,600.00	$126,952.00	(1,999.00)	3,601.00	$81,634.67	($45,317.33)
341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PROI	DOL	$1.00	30,000.00	$30,000.00	(12,297.85)	17,702.15	$17,702.15	($12,297.85)
341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PROI	DOL	$1.00	40,000.00	$40,000.00	(25,681.86)	14,318.14	$14,318.14	($25,681.86)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/I	DOL	$1.00	10,000.00	$10,000.00	(5,306.85)	4,693.15	$4,693.15	($5,306.85)
999-WC01	FORCE ACCOUNT	DOL	$1.00	100,000.00	$100,000.00	(208.38)	99,791.62	$99,791.62	($208.38)
999-WC03	PROVIDE POWER FOR ILLUMINATION ON THE BRIDGE	LS	$7,298.89	0.00	$0.00	1.00	1.00	$7,298.89	$7,298.89
The "Totals" from Table B of the previous work sheet:					$1,844,949.03			$1,627,490.27	($217,458.76)
					$2,218,469.20			$1,901,471.49	($316,997.71)

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

Southwest Bypass Segment 2
Williamson County Project No. 1803-219

Change Order No. 4

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. A new item was necessary to provide power to the bridge illumination, because the existing service was not in an accessible location.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC03	PROVIDE POWER FOR ILLUMINATION ON THE BRIDGE	1.0	LS

This Change Order results in a net decrease of $316,997.71 from the Contract amount, for an adjusted Contract total of $8,274,325.46. The original Contract amount was $8,087,943.77. As a result of this and all Change Orders to-date, $186,381.69 has been added to the Contract, resulting in a 2.30% net increase in the Contract cost. Six (6) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	6/25/2020	**Project:**	1803-219	**County:**	Williamson
CO Pricing Good Through:	7/25/2020	**Control:**	2103-01-034	**Highway:**	FM 2243
Description:	Relocate Bridge Lighting Service	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	1 LS	**Narrative:**			

Relocate Bridge Lighting Service

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
						$ -
					25% Profit	$ -
					55% Burdens	$ -
					Subtotal	$ -

Equipment	**QTY**	**UM**	**Rate**	**Extended**
				$ -
			15% Profit	$ -
			Subtotal	$ -

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
G-Carter	1.00	LS	$41,000.00	$ 6,882.50
				$ -
			5% Profit	$ 344.13
			Subtotal	**$ 7,226.63**

Material	**QTY**	**UM**	**Price**	**Extended**
				$ -
			25% Markup	$ -
			Subtotal	$ -

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Subtotal	$ -

TOTAL OF WORK PERFORMED	**$ 7,226.63**
BOND FEE (ADD 1%)	**$ 72.27**
TOTAL COST	**$ 7,298.89**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 7,298.89**

805 N. BELL BLVD.
CEDAR PARK, TEXAS 78613

(512) 258-1025
FAX (512) 258-1026

June 9, 2020

Project Name: UNDERPASS SERVICE RACK TO BACKFEED LIGHTING SERVICE
Job Location: Southwest Bypass @ RR
Owner: City of Georgetown / Will Co

We at G Carter Construction Co., Inc. are pleased to quote the bid items below on the referenced project:

Bid Item	Tech Spec.	Description	Qty	Unit	Unit Price	Amount
		MOBILIZATION	1.0	LS	$ 750.00	$ 750.00
		REMOVE ELECTRIC SERVICE	1.0	LS	$ 375.00	$ 375.00
		POUR PAD & INSTALL ELEC SERV AT TRANSFORMER	1.0	EA	$ 1,475.00	$ 1,475.00
		RISER STUB TO TRANSFORMER	1.0	EA	$ 350.00	$ 350.00
		ELEC CONDR #6 BARE	650.0	LF	$ 1.40	$ 910.00
		ELEC CONDR #6 INSULATED	1,950.0	LF	$ 1.55	$ 3,022.50
		TOTAL			**$**	**6,882.50**

G. Carter Construction Company, Inc. is a State Certified WBE, DBE, SBE and HUB.

If this bid is accepted, it becomes a part of the contract. This quote is good for 30 days from date of this letter.

If additional information is needed, please contact me at (512) 431-7249

Sincerely,

Pete Smith

Pete Smith
Vice President / Estimator

Commissioners Court - Regular Session **70.**

Meeting Date: 09/15/2020

1706-168 Inner Loop Improvements Change Order #7

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $0.00 for Inner Loop Improvements (Chasco Constructors), a Road Bond project in Commissioners Pct. 3.
P: 226 & 251 Funding: Road Bond

Background

This Change Order adds time (52 days) to the contract for the construction of the new Animal Shelter driveway (refer to Change Order #3). The Contractor demobilized from the project while the new plans were being finalized for the Animal Shelter Driveway. Instead of paying them for the standby time for their equipment and labor, it was agreed that the Contractor could go work on other projects and remobilize back to the project at a later date. By the time they remobilized and finished the Animal Shelter Driveway work it ended up taking an additional 52 days. This is in addition to the 90 days added in Change Order #3.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1706-168 Inner Loop Improvements CO No 7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:46 AM
Form Started By: Dawn Haggard		Started On: 09/09/2020 03:03 PM
Final Approval Date: 09/10/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: **Chasco Constructors**

2. Change Order Work Limits: Sta. **100+00** to Sta. **110+00**

3. Type of Change(*on federal-aid non-exempt projects*): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***1706-168***
Roadway:	***Inner Loop Improvements***
CSJ Number:	

5. Describe the work being revised:

3F: County Convenience. Additional Work Desired by the County. This Change Order adds time (52 days) to the contract for the construction of the new Animal Shelter driveway (refer to Change Order #3).

6. Work to be performed in accordance with Items: **See attached**

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 7-21-20

By [signature]

Typed/Printed Name BILL BAMBRICK

Typed/Printed Title VICE PRESIDENT

The following information must be provided

Time Ext. #: 3 Days added on this CO: 52

Amount added by this change order: **$0.00**

RECOMMENDED FOR EXECUTION:

[signature] P.E. 9/9/20

Project Manager Date

N/A

Design Engineer Date

[signature] 9/9/2020

Program Manager Date

Design Engineer's Seal:

N/A

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

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
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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

Inner Loop Improvements
Williamson County Project No. 1706-168

Change Order No. 7

Reason for Change

This Change Order adds time (52 days) to the contract for the construction of the new Animal Shelter driveway (refer to Change Order 3). The Contractor demobilized from the project while the new plans were being finalized for the Animal Shelter Driveway. Instead of paying them for standby time for their equipment and labor, it was agreed that the Contractor could go work on other projects and remobilize back to the project at a later date. By the time they remobilized and finished the Animal Shelter Driveway work it ended up taking an additional 52 days. This is in addition to the 90 days added in Change Order 3.

This Change Order results in no change to the Contract amount. The adjusted contract amount remains $5,263,983.67. The original Contract Amount was $5,352,696.00. As a result of this and all Change Orders to-date, $88,712.33 has been deducted from the Contract, resulting in a 1.66% net decrease in the Contract cost. Fifty-two (52) days will be added as a result of this Change Order for a total of 150 days that have been added to the contract. There is no additional cost associated with this time extension.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **71.**

Meeting Date: 09/15/2020

US79 FM3349 Improvements Grant Application

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 US 79/FM 3349 Improvements Grant Application.

Background

Williamson County is seeking Federal CARES ACT funding for a job creation/retention project. This grant would assist in job creation and retention in the Hutto and Taylor area. It would also greatly improve safety in the area. The amount of the grant request is $48,200,000.00. There is a 20% local match requirement. The local match is to be funded by Precinct 4 Road Bond Program Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

US79 FM3349 Improvements Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2020 05:07 PM
Form Started By: Vicky Edwards		Started On: 09/09/2020 01:59 PM
Final Approval Date: 09/09/2020		

Grant Title/Project Name:	US 79/FM 3349 Improvements
Department:	Infrastructure
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512 9433330
Start Date:	10/30/2021
End Date:	12/31/2022
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	We are seeking Federal CARES ACT funding for a job creation/retention project.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$48,200,000.00
Please provide a breakdown of the total cost above.	Construction cost for project
Is there a match requirement?	Yes
What is the source of the match?	Road Bond Funds
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?	Not applicabale
How is this asset request different from any similar assets currently in the County and/or region?	Not applicable
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	This grant would assit in job creation and retention in the Hutto and Taylor area. It would also greatly improve safety in the area.
How often do these events occur?	Every day
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?	The project would be maintained as part of the larger roadway network.
Where will the asset be stored?	Not applicable
What is the useful life of the asset?	100 years
Will a replacement be requested from general funds when useful life has been exhausted?	Yes
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No

If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes, It will be maintained as part of the roadway system.
How will this asset be funded when the grant ends?	Through Wilco Road & BRidge or TxDOT funds.
What is the impact if the grant is not received?	It will limit our ability to construct improvements necessary to attract and retain employers to the Hutto and Taylor area.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Success in securring the grant will allow for funding of other needed facilities.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	Not applicable
What is the cost and frequency to maintain/update the additional equipment?	Not applicable
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	20 percent
ID	57
Version	1.0
Attachments	False
Created	9/9/2020 1:14 PM
Created By	Bob Daigh
Modified	9/9/2020 1:14 PM
Modified By	Bob Daigh

Commissioners Court - Regular Session **72.**

Meeting Date: 09/15/2020

SE Loop Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Marco A. and Veronica Lozoria for right of way needed on the SE Loop project (Parcel 7). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lozoria Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:55 AM

Form Started By: Charlie Crossfield Started On: 09/10/2020 10:48 AM

Final Approval Date: 09/10/2020

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MARCO A. LOZORIA and VERONICA LOZORIA (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.047 acre (2.037 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of SIXTY-FIVE THOUSAND and 00/100 Dollars ($65,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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", 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 "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue 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, 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:

Marco A. Lozoria

Address: 102 Little Lake Rd
Hutto TX 78634

Date: 8/9/20

Veronica Lozoria

Address: 102 Little Lake Rd
Hutto 78634

Date: 8/9/20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 7
Tax ID: R393571
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.047 ACRE (2,037 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 2, BLOCK B, LAKESIDE ESTATES, PHASE 1-A, A SUBDIVISION OF RECORD IN CABINET R, SLIDE 394, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), CORRECTED BY DOCUMENT NO. 2000022891, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), DESCRIBED IN A DEED TO MARCO A. LOZORIA, RECORDED MAY 23, 2012 IN DOCUMENT NO. 2012038984, O.P.R.W.C.TX.; SAID 0.047 ACRE (2,037 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "PRECISE SURVEY" found 142.56 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 116+17.54 on the existing east right-of-way line of Little Lake Road, a 70 foot wide right-of-way, per plat recorded in Cabinet R, Slide 394, P.R.W.C.TX., corrected by Document No. 2000022891, O.P.R.W.C.TX., for the northwest corner of Lot 1, of said Lakeside Estates Subdivision, described in a deed to Bill Clay Boyd, recorded in Document No. 2019067272, O.P.R.W.C.TX., same being the southwest corner of said Lot 2;

THENCE S 71°00'08" E, departing the existing east right-of-way of said Little Lake Road, with the common line of said Lot 1 and said Lot 2, a distance of 76.15 feet to a calculated point** (Surface Coordinates: N=10,157,939.42, E=3,165,850.59) 120.50 feet left of Corridor A1 E.C.S 116+90.42 on the proposed north right-of-way line of Corridor A1, for the west corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

1) **THENCE** departing the common line of said Lot 1 and said Lot 2, with proposed north right-of-way line of said Corridor A1 and said curve to the left, over and across said Lot 2, an arc distance of 118.82 feet, through a central angle 02°00'08", having a radius of 3,400.00 feet, and a chord that bears S 87°51'49" E, a distance of 118.81 feet to a calculated point** 120.00 feet left of Corridor A1 E.C.S 118+11.36 on the common line of said Lot 2 and of Lot 29, Block B, Lakeside Estates Subdivision Section Two, a subdivision of record in Cabinet T, Slide 19, P.R.W.C.TX., described in a deed to Eugene McGlone, an unmarried man, recorded in Document No. 2016004766, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 07°36'38" W, departing the proposed north right-of-way line of said Corridor A1, with the common line of said Lot 2 and said Lot 29, a distance of 35.15 feet to a calculated point, for the northeast corner of said Lot 1, same being the southeast corner of said Lot 2 and of the parcel described herein, from which a 1/2-inch iron rod found on the existing north right-of-way line of County Road 138, a variable width right-of-way, per plat recorded in Cabinet R, Slide 394, for the southeast corner of said Lot 1 bears S 07°36'38" W, a distance of 108.98 feet;

EXHIBIT "A"

County: Williamson
Parcel No.: 7
Tax ID: R393571
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

3) **THENCE** N 71°00'08" W, departing the west line of and said Lot 29, with the common line of said Lot 2 and said Lot 1, a distance of 120.64 feet to the **POINT OF BEGINNING**, and containing 0.047 acres (2,037 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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

That I, Scott C. Brashear, 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, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

7/27/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

FN 46577

SAM Job No. 38140A

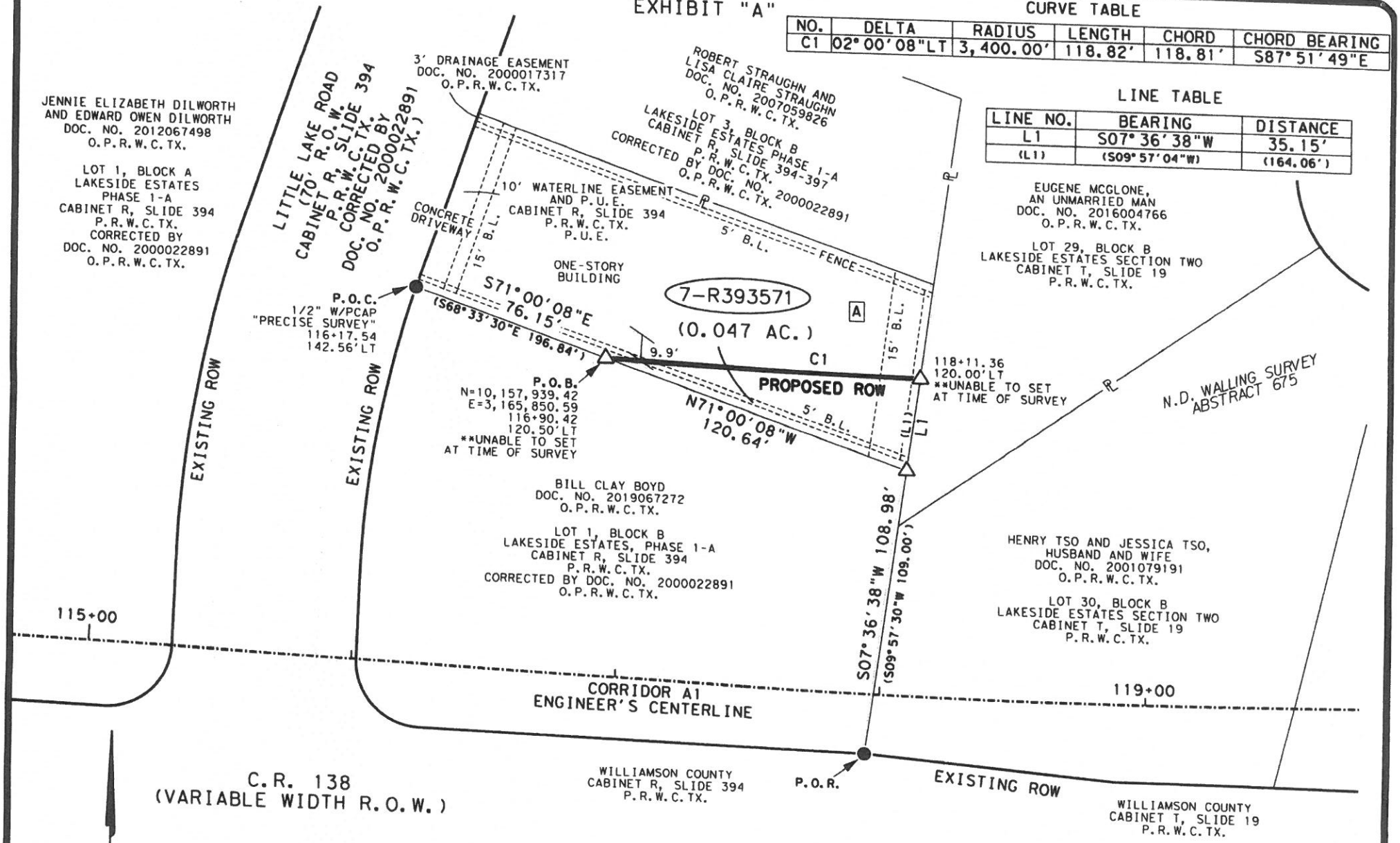
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 00' 08"LT	3,400.00'	118.82'	118.81'	S87° 51' 49"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07° 36' 38"W	35.15'
(L1)	(S09° 57' 04"W)	(164.06')



REF. FIELD NOTE NO. 46577

FILE:\\saminc\AUS\PROJECTS\10170381 40A\100\Survey\03Exhibits\7\PLAT\00\P-7.dgn

EXISTING	*0.305 AC.	ACQUIRE	0.047 AC.	REMAINING	0.258 AC LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MARCO A. LOZORIA
PARCEL 7
TAX ID R393571
0.047 AC. (2,037 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--∿---	DISTANCE NOT TO SCALE
---|---	DEED LINE (COMMON OWNERSHIP)

[A]
MARCO A. LOZORIA
RECORDED MAY 23, 2012
DOC. NO. 2012038984
O.P.R.W.C.TX.

LOT 2, BLOCK B
LAKESIDE ESTATES PHASE 1-A
CABINET R, SLIDE 394
P.R.W.C.TX.
CORRECTED BY DOC. NO. 2000022891
O.P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2001628, EFFECTIVE DATE JANUARY 8, 2020, AND ISSUED DATE JANUARY 23, 2020, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

7/24/20
DATE

REF. FIELD NOTE NO. 46577
FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\7\PLAT\00\P-7.dgn

EXISTING	*0.305 AC.	ACQUIRE	0.047 AC.	REMAINING	0.258 AC LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MARCO A. LOZORIA
PARCEL 7
TAX ID R393571
0.047 AC. (2,037 SQ. FT.)

EXHIBIT "B"

Parcel 7

DEED
Southeast Loop (Corridor A1) 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 MARCO A. LOZORIA and VERONICA LOZORIA, 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"):

> All of that certain 0.047 acre (2,037 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**)

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 Southeast Loop/Corridor A1.

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:

_____
Marco A. Lozoria

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Marco A. Lozoria, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Veronica Lozoria

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Veronica Lozoria, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 09/15/2020

CR 366 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 Michael Lannen for right of way needed on the CR 366 project (Parcel 11). 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	09/10/2020 10:56 AM

Form Started By: Charlie Crossfield Started On: 09/10/2020 10:50 AM

Final Approval Date: 09/10/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHARLES MICHAEL 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 0.7028 acre (30,615 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being a portion of a remainder of a called 16 acre tract 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.); said 0.7028 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 11**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWENTY-SEVEN THOUSAND SIX HUNDRED EIGHTY and 00/100 Dollars ($27,680.00).

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.

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

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: 9/1/2020

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

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

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

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.

_____

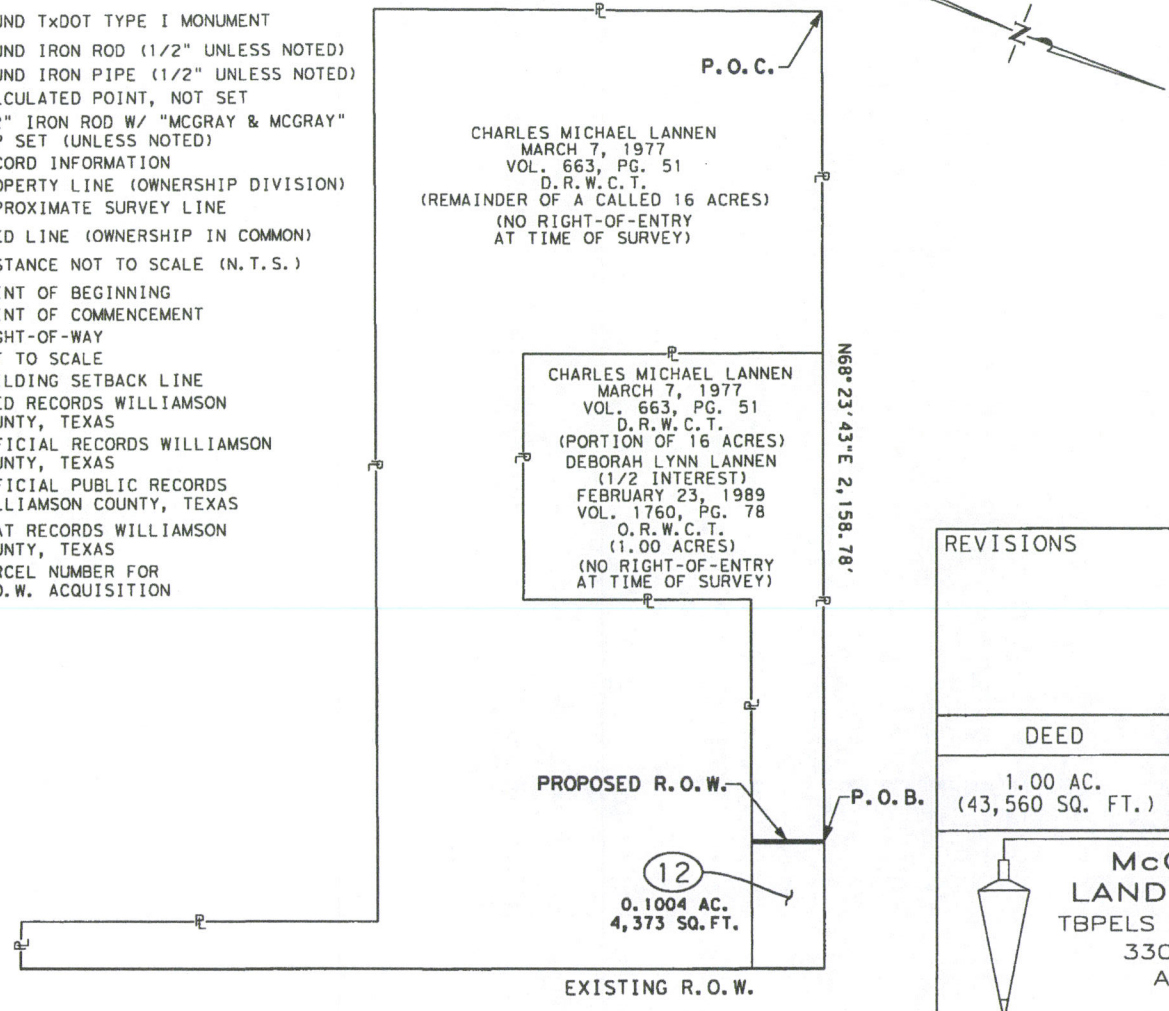
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

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.

Parcel 11

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**, 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 0.7028 acre (30,615 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being a portion of a remainder of a called 16 acre tract 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.); said 0.7028 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 11**);

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.

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 _____

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

County: Williamson
Highway: County Road 366 May 8, 2020
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF a 30,615 square foot (0.7028 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion 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.); said 30,615 square foot (0.7028 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the southwest corner of said remainder of 16 acre tract, being a corner in the north line of that tract described as 94.820 acres (Tract One) conveyed to Edward C. Griffith, Jr. by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE, N 68°17'26" E, along the south line of said remainder of 16 acre tract, with the north line of said 94.820 acre tract, a distance of 2,161.45 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 47+32.80, and having Surface Coordinates of North=10,192,306.68, East=3,205,486.86;

1) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of CR 366, across said remainder of 16 acre tract, a distance of **258.50 feet** to a point (unable to set) 70.00 feet left of Engineer's Baseline Station 49+91.30, being in the south line 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 16 acres conveyed to Charles Michael Lannen (1/2 interest);

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 11

2) **THENCE, N 68°23'43" E,** along the north line of said remainder of 16 acre tract, with the south line of said 1.00 acre tract, a distance of **87.56 feet** to a 1/2-inch iron rod found at the northeast corner of said remainder of 16 acre tract and the southeast corner of said 1.00 acre tract, being in the west margin of County Road 366 (CR 366, varying width), from which 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 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, O.P.R.W.C.T., also being in the west margin of CR 366, bears N 21°25'53" W, a distance of 49.94 feet;

3) **THENCE, S 21°25'53" E,** along the east line of said remainder of 16 acre tract, with the west margin of CR 366, a distance of **505.45 feet** to a 1/2-inch iron pipe found (bent) at the southeast corner of said remainder of 16 acre tract and the northeast corner of said 94.820 acre tract;

THENCE, along the south line of said remainder of 16 acre tract, with a north line of said 94.820 acre tract, the following three (3) courses, numbered 4 through 6:

4) **S 69°38'31" W**, a distance of **32.32 feet** to a 1/2-inch iron pipe found at an angle point,

5) **N 21°29'47" W**, a distance of **246.35 feet** to a 1/2-inch iron pipe found at an angle point, and

6) **S 68°17'26" W**, a distance of **54.82 feet** to the **POINT OF BEGINNING** and containing 30,615 square feet (0.7028 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.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 11

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

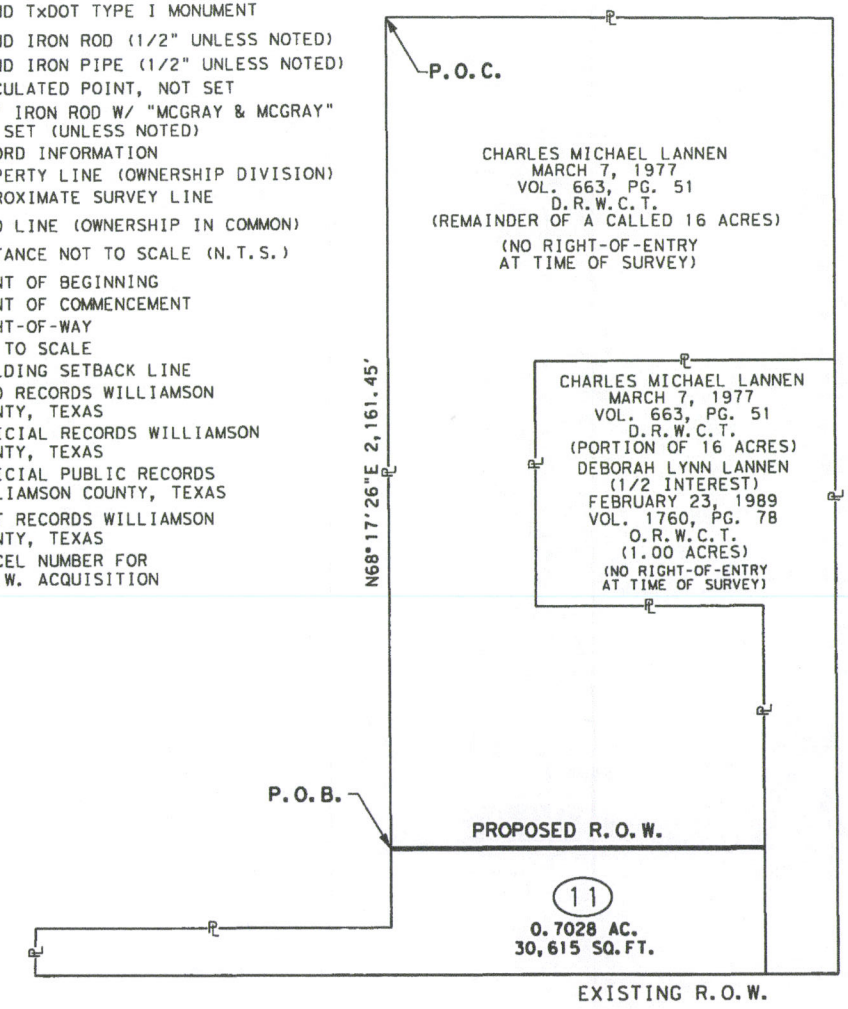
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 11

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

CALCULATED	ACQUISITION	REMAINING LT
15.00 AC. (653,400 SQ. FT.)	0.7028 AC. (30,615 SQ. FT.)	14.30 AC. (622,785 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

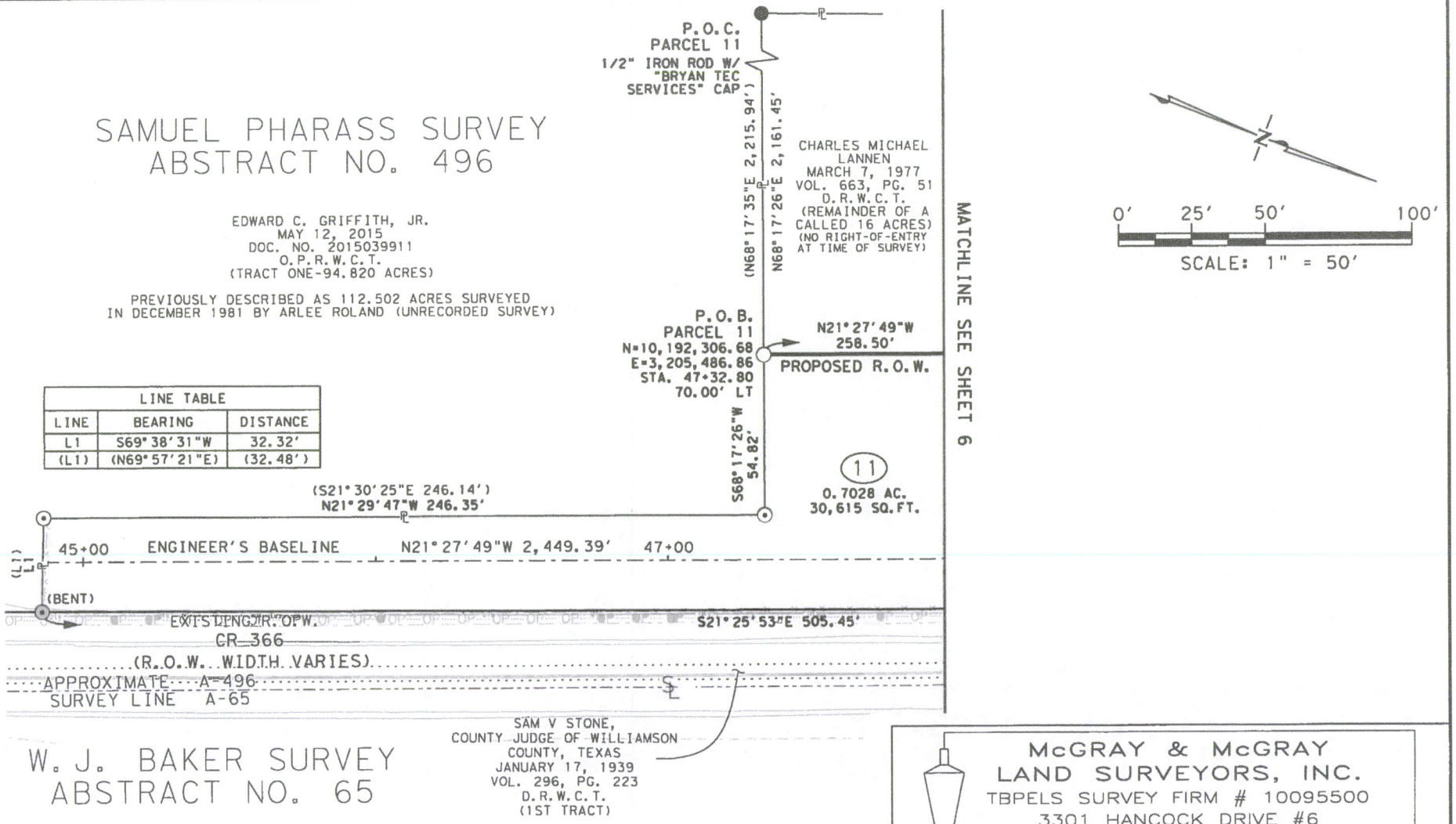
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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 11
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°38'31"W	32.32'
(L1)	(N69°57'21"E)	(32.48')

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
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AUSTIN, TEXAS 78731
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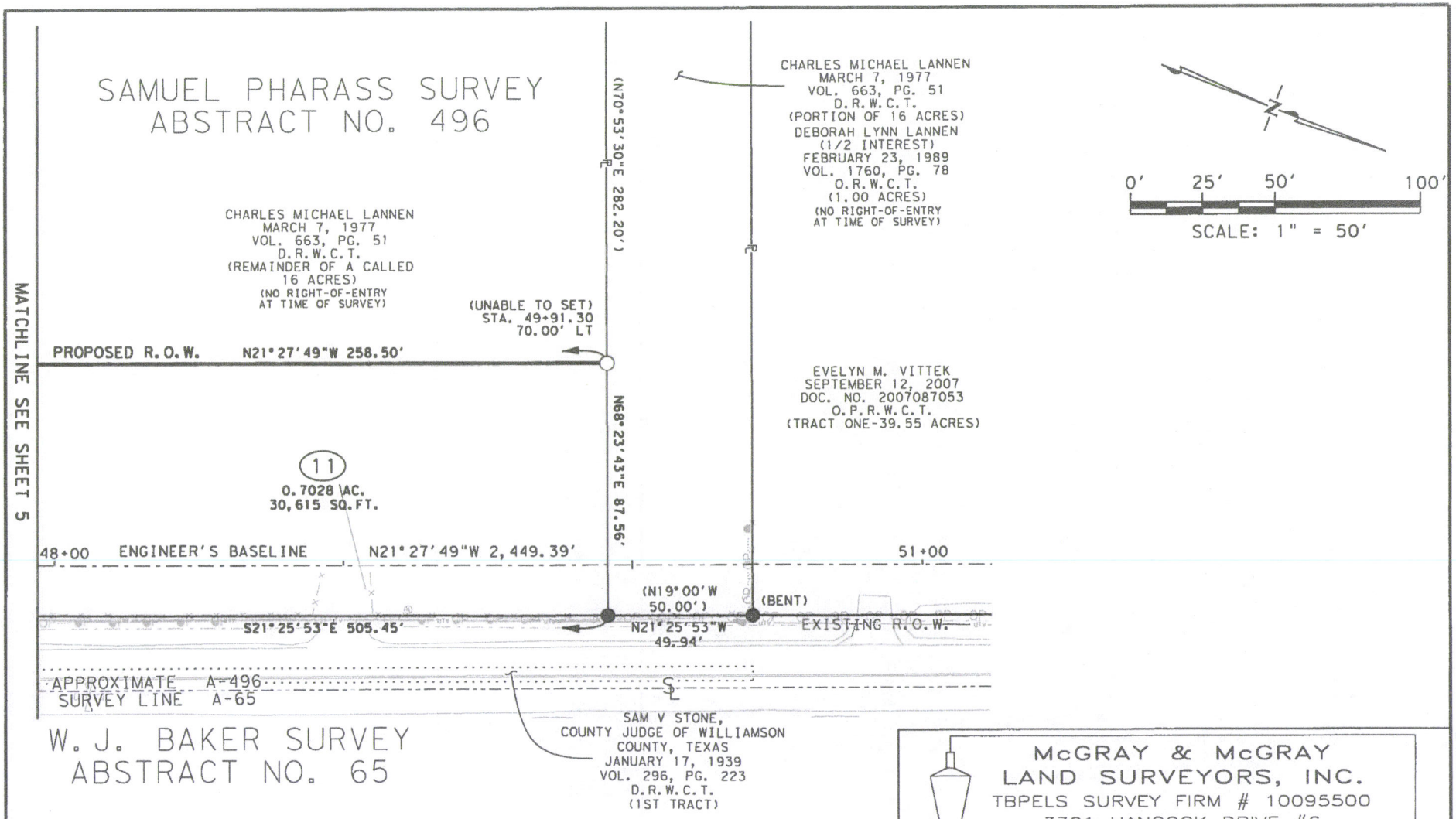
PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 11

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'



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 11

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2020 | SCALE: 1"=50'

Commissioners Court - Regular Session **74.**

Meeting Date: 09/15/2020

CR 110N 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 Debra Briggs for right of way needed on the CR 110N project (Parcel 37A). Funding Source: Road Bonds P362

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Briggs Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:56 AM

Form Started By: Charlie Crossfield Started On: 09/10/2020 10:52 AM

Final Approval Date: 09/10/2020

REAL ESTATE CONTRACT
CR 110N Right of Way—Parcel 37A

THIS REAL ESTATE CONTRACT ("Contract") is made by DEBRA BRIGGS (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:

> Description of a 0.3367 acre (14,669 square foot) tract of land partially situated in the Ruidosa Irrigation Company survey, Abstract no. 714 and partially the Calvin Bell survey, Abstract no. 112 in Williamson county, Texas, being a portion of the remainder of that called 222.20 acre tract (tract two) of land conveyed to Bernard S. Anderson sole heir of the Bernard S. and Gladys R. Anderson trust by instrument recorded in document no. 2010022971 and document no. 2014096179 of the official public records of Williamson county, Texas, said 0.3367 acre (14,669 square foot) tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 37A).**

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 SEVENTEEN THOUSAND EIGHT HUNDRED SEVENTY and 00/100 Dollars ($17,870.00).

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 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", and deliver a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas, both 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 "B" 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:

Debra Briggs

Address: 3634 CR 110
Georgetown, TX 78626

Date: 8/28/20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 37A
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 37A

DESCRIPTION OF A 0.3367 ACRE (14,669 SQUARE FOOT) TRACT OF LAND PARTIALLY SITUATED IN THE RUIDOSA IRRIGATION COMPANY SURVEY, ABSTRACT NO. 714 AND PARTIALLY THE CALVIN BELL SURVEY, ABSTRACT NO. 112 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 222.20 ACRE TRACT (TRACT TWO) OF LAND CONVEYED TO BERNARD S. ANDERSON SOLE HEIR OF THE BERNARD S. AND GLADYS R. ANDERSON TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2010022971 AND DOCUMENT NO. 2014096179 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.3367 ACRE (14,669 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod with plastic cap stamped "FOREST1847" found, being the northwesterly corner of the remainder of that called 95.08 acre tract of land conveyed to JCN Family Partnership, L.P. by instrument recorded in Document No. 2005081839 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said remainder of 222.20 acre tract,

THENCE, with the common boundary line of said remainder of 222.20 acre tract and said remainder of 95.08 acre tract, N 69°03'09" E for a distance of 1239.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set (Grid Coordinates determined as N=10,192,060.69, E=3,149,6984.88 TxSPC Zone 4203) set, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the remainder of said 95.08 acre tract, with said westerly proposed ROW line, through the interior of the remainder of said 222.20 acre tract, the following six (6) courses:

1) **N 21°49'59" W** for a distance of **634.85** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set for an angle point;

2) **N 21°50'24" W** for a distance of **41.65** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set for an angle point;

3) **N 29°07'16" W** for a distance of **57.36** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set for a point of curvature to the left;

4) along said curve to the left, having a delta angle of **07°12'21"**, a radius of **269.70** feet, an arc length of **33.92** feet and a chord which bears **N 32°43'26" W** for a distance of **33.90** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set for a point of tangency;

5) **N 30°42'28" W** for a distance of **147.97** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set for a point of curvature to the right;

6) along said curve to the right, having a delta angle of **01°57'46"**, a radius of **2093.00** feet, an arc length of **71.70** feet and a chord which bears **N 23°39'52" W** for a distance of **71.70** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set for a point of tangency, being in the existing southerly Right-of-Way (ROW) line of County Road 110 (variable width ROW), same being a point in the northerly boundary line of the remainder of said 222.20 acre tract, for the most northerly corner of the herein described tract;

7) **THENCE,** departing said proposed ROW line, with said southerly ROW line of said County Road 110, same being the northerly boundary line of the remainder of said 222.20 acre tract, along a curve to the right, having a delta angle of **02°38'25"**, a radius of **535.00** feet, an arc length of **24.65** feet and a chord which bears **S 60°25'46"** E for a distance of **24.65** feet to a calculated point of tangency, for the northeasterly corner of the herein described tract;

THENCE, continuing with the existing westerly ROW line of said County Road 110 as described in Document No. 2020038996, of the Official Public Records of Williamson County, Texas, same being the easterly boundary line of the remainder of said 222.20 acre tract, the following five (5) courses:

8) along a curve to the left, having a delta angle of **01°24'12"**, a radius of **2078.00** feet, an arc length of **50.90** feet and a chord which bears **S 23°55'20" E** for a distance of **50.90** feet to a calculated point of tangency;

9) **S 30°42'28"** E for a distance of **146.45** feet to a calculated point of curvature to the right;

10) along said curve to the right, having a delta angle of **07°03'21"**, a radius of **284.70** feet, an arc length of **35.06** feet and a chord which bears **S 32°38'56"** E for a distance of **35.04** feet to a calculated point of tangency,

11) **S 29°07'16"** E for a distance of **58.31** feet to a calculated point;

12) **S 21°50'00"** E for a distance of **677.69** feet to a calculated point, being the southeasterly corner of the remainder of said 222.20 acre tract, same being an angle point in said westerly ROW line of County Road 110, for the southeasterly corner of the herein described tract;

13) **THENCE,** with the common boundary line of the remainder of said 222.20 acre tract and the remainder of said 95.08 acre tract, **S 69°03'09" W,** at a distance of 0.89 feet pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW" found, being the northeasterly corner of the remainder of said 95.08 acre tract, same being an angle point in said westerly ROW line, and continuing for a total distance of **15.00** feet to the **POINT OF BEGINNING,** containing 0.3367 acres (14,669 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 to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

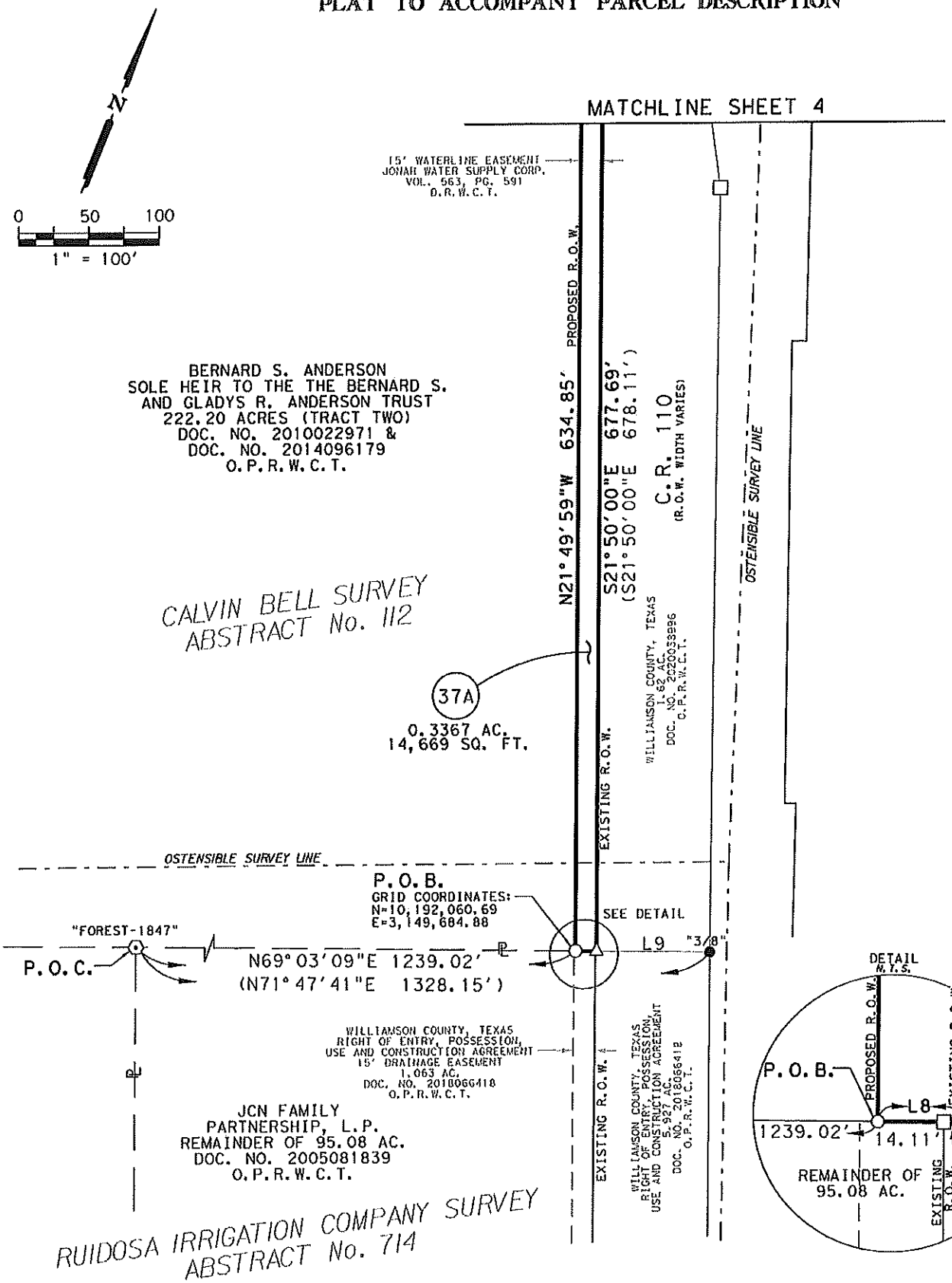
M. Stephen Truesdale 14 AUG 2020

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, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



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

PARCEL PLAT SHOWING PROPERTY OF

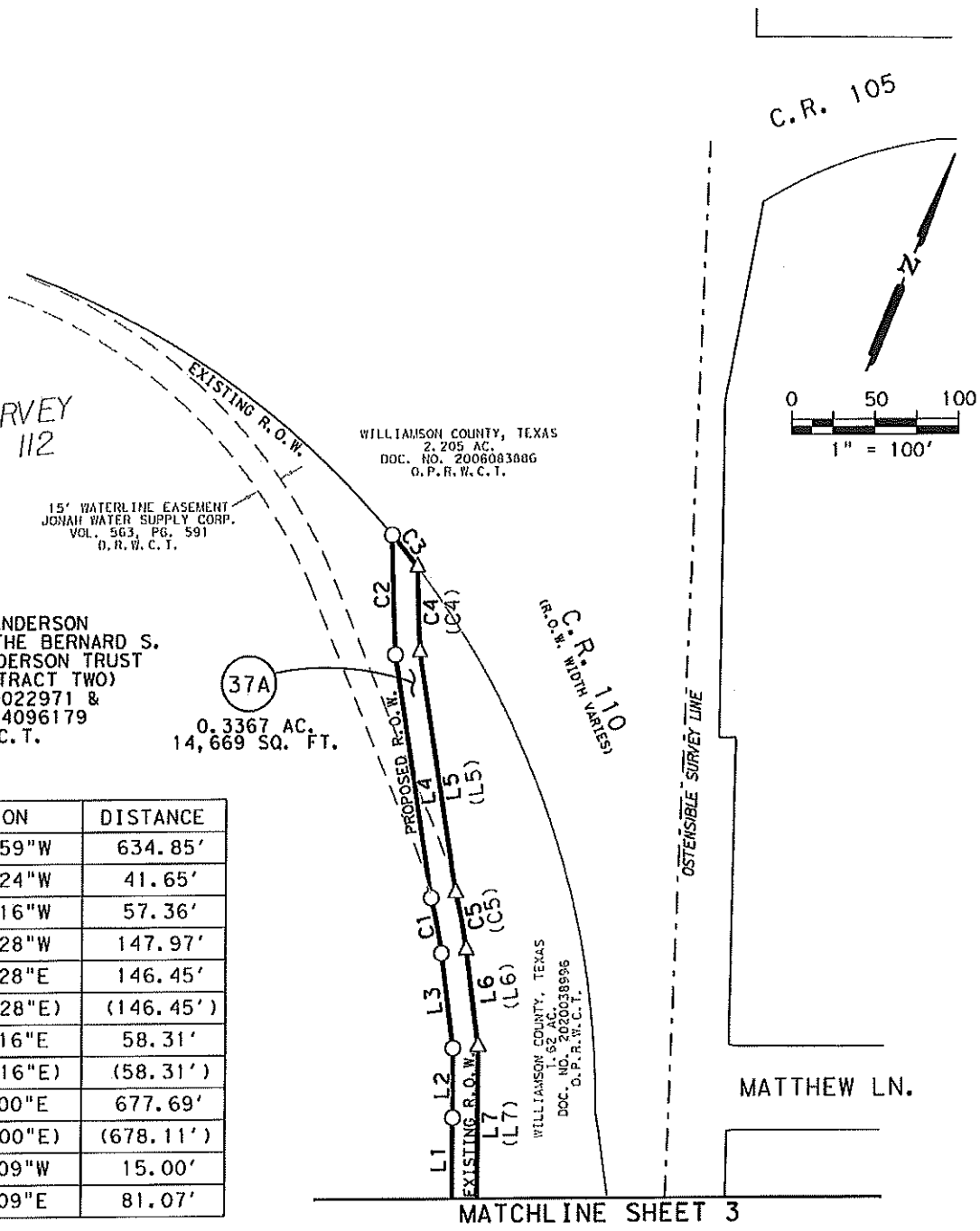
THE BERNARD S. AND GLADYS R. ANDERSON TRUST

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 37A

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N21°49'59"W	634.85'
L2	N21°50'24"W	41.65'
L3	N29°07'16"W	57.36'
L4	N30°42'28"W	147.97'
L5	S30°42'28"E	146.45'
(L5)	(S30°42'28"E)	(146.45')
L6	S29°07'16"E	58.31'
(L6)	(S29°07'16"E)	(58.31')
L7	S21°50'00"E	677.69'
(L7)	(S21°50'00"E)	(678.11')
L8	S69°03'09"W	15.00'
L9	N69°03'09"E	81.07'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°12'21"	269.70'	33.92'	33.90'	N32°43'26"W
C2	01°57'46"	2093.00'	71.70'	71.70'	N23°39'52"W
C3	02°38'25"	535.00'	24.65'	24.65'	S60°25'46"E
C4	01°24'12"	2078.00'	50.90'	50.90'	S23°55'20"E
(C4)	(01°24'14")	(2078.00')	(50.91')	(50.91')	(S23°55'20"E)
C5	07°03'21"	284.70'	35.06'	35.04'	S32°38'56"E
(C5)	(07°03'21")	(284.70')	(35.06')	(35.04')	(S32°38'56"E)

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

THE BERNARD S. AND GLADYS R. ANDERSON TRUST

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 37A

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	1/2 " IRON ROD FOUND
⊙	1/2 " IRON ROD FOUND W/PLASTIC CAP
O	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET
□	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" FOUND
△	CALCULATED POINT
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

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

M. Stephen Truesdale 14 AUG 2020

DATE:

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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

	ACRES	SQUARE FEET
ACQUISITION	0.3367	14,669
CALC/DEED AREA	220.58	9,608,465
REMAINDER AREA	220.24	9,593,796

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

PARCEL PLAT SHOWING PROPERTY OF

THE BERNARD S. AND GLADYS R. ANDERSON TRUST

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 37A

Exhibit B

Parcel 37

DEED
County Road 110N

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 MEN BY THESE PRESENTS:

That **DEBRA BRIGGS**, 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:

> Description of a 0.3367 acre (14,669 square foot) tract of land partially situated in the Ruidosa Irrigation Company survey, Abstract no. 714 and partially the Calvin Bell survey, Abstract no. 112 in Williamson county, Texas, being a portion of the remainder of that called 222.20 acre tract (tract two) of land conveyed to Bernard S. Anderson sole heir of the Bernard S. and Gladys R. Anderson trust by instrument recorded in document no. 2010022971 and document no. 2014096179 of the official public records of Williamson county, Texas, said 0.3367 acre (14,669 square foot) tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 37A).**

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 110N, but shall not be used or exported from the Property for any other purpose.

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

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

_____
Debra Briggs

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Debra Briggs, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 09/15/2020

CR 110M 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 JCN Family Partnership, LP for right of way needed on the CR 110 Middle project (Parcel 13M and 13M-E). Funding Source: Road Bonds P261

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JCN Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 10:57 AM

Form Started By: Charlie Crossfield Started On: 09/10/2020 10:54 AM

Final Approval Date: 09/10/2020

REAL ESTATE CONTRACT

CR 110 Right of Way—Parcel 13M

THIS REAL ESTATE CONTRACT ("Contract") is made by JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership (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

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

> All of that certain 5.927 acre (258,179 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 13M**); and
>
> Drainage Easement interest in and to all of that certain 1.063 acre (46,312 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 13M-E**);

together with all and singular the rights and appurtenances pertaining to such real property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated thereon, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Property is out of Seller's land identified as WCAD Parcel No. R040927 (95.08 acres) and R0409028 (1.25 acres) (said real property, save and except Parcel 13M, being referred to in this Contract as the "Remainder Property").

1.02 Purchaser is acquiring the Property to use for the expansion of County Road 110 (the "CR 110 Improvements") and the construction of related drainage improvements. In connection therewith and as an antecedent to this Contract, Seller and Purchaser entered into that certain Right of Entry, Possession, Use and Construction Agreement dated July 13, 2018 ("PUA"). The PUA will remain in effect during the term of this Contract but will terminate upon the occurrence of Closing (as hereinafter defined). At the request of either party, Seller and Purchaser agree to execute and record a notice of termination with respect to the PUA at Closing.

ARTICLE II
CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser's construction activities upon the Property following Closing) shall be the sum of $245,270.05 for Parcel 13M and the sum of $10,999.10 for Parcel 13M-E, for a total Purchase Price for the Property of TWO HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED SIXTY-NINE AND 15/100 DOLLARS ($256,269.15).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration for this transaction, Purchaser agrees to accept title to Parcel 13M subject to certain restrictive covenants as set forth in the Deed (as hereinafter defined).

2.04. As additional consideration for this transaction, Seller and Purchaser agree as follows:

(1) As an accommodation to Purchaser in connection with the PUA, Seller previously installed new fencing along the boundary of the Property and the Remainder Property, at a total cost of $12,009.40. Purchaser agrees to reimburse Seller this amount at Closing.

(2) Purchaser agrees to pay to Seller at Closing the sum of $3,000.00 to compensate Seller for a portion of the estimated cost for Seller to install additional new fencing with a gate along said boundary line after Closing, in the location of the structures to be demolished pursuant to the restrictive covenants as set forth in the Deed.

ARTICLE III
CLOSING CONDITIONS

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):

(1) 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.

Conditions to Seller's Obligations

3.02. The obligations of Seller 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 Seller at or prior to the Closing):

(1) Purchaser 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 Purchaser 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 as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL

ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company, Georgetown, Texas ("Title Company"), on or before September 30, 2020, or at such other time, date, and place as Seller and Purchaser may agree upon (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 Special Warranty Deed in the form attached hereto as Exhibit "C" and incorporated herein (the "Deed"), conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(2) Deliver to Purchaser a duly executed and acknowledged Drainage Easement in the form attached hereto as Exhibit "D" and incorporated herein (the "Easement"), granting to Williamson County, Texas an easement interest in, on, over, upon, above and across all of the Property described in Exhibit "B", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(3) Cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property described in Exhibit "A" and an easement estate to the Property described in Exhibit "B" and subject only to those title exceptions listed therein or in the Deed or Easement, 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 survey exception shall be deleted at Purchaser's expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);

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

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

(4) Deliver to Purchaser possession of the Property if not previously done per the PUA.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the Purchase Price and all amounts owed to Seller under Section 2.04 above to Seller in cash or other immediately available funds.

Prorations

5.04. General real estate taxes and any general or special assessments 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 and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. 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 of the parties paid by each party 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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 below 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. Other than the PUA, 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. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

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

Threat of Condemnation; Like-Kind Exchange

8.12 The Property herein is being conveyed to Purchaser under threat of condemnation. This Contract is not assignable by Purchaser except to another entity with the power of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are "severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 8.12 shall survive Closing.

SELLER:

JCN FAMILY PARTNERSHIP, L.P.,
a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company,
its general partner

By: John C. Nelson
John C. Nelson, Manager

Date: 9/9/2020

Address:

3404 Glenview Avenue
Austin, Texas 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel : 13M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M

DESCRIPTION OF A 5.927 ACRE (258,179 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.927 ACRE (258,179 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "FOREST1847" found, being a point in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, also being the southwesterly corner of said remainder of the 95.08 acre tract of land;

THENCE, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of 95.08 acre tract, N 68°56'42" E for a distance of 1240.34 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said the northerly boundary line of a remainder portion of the 1162.08 acre tract, with said proposed ROW line, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

1) along a curve to the left, having a delta angle of **03°39'31"**, a radius of **4932.00** feet, an arc length of **314.94** feet and a chord which bears **N 19°47'13" W** for a distance of **314.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 321+60.68 for a point of tangency;

2) **N 21°36'59" W** at a distance of 1631.87 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, at a distance of 1799.71 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 349+33.43, being in the northerly boundary line of said remainder of the 95.08 acre tract, also being in the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Forest 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, S 69°03'09" W at a distance of 1253.13 feet;

3) **THENCE**, with the common boundary line, **N 69°03'09" E** for a distance of **81.96** feet to a 3/8" iron rod found in the existing westerly Right-of-Way (ROW) line of County Road 110 (variable width ROW), same being the southeasterly corner of said 222.20 acre tract, also being the northeasterly corner of said remainder of the 95.08 acre tract for the northeasterly corner of the herein described tract;

4) **THENCE**, departing said southerly boundary line of the 222.20 acre tract, with said existing westerly ROW line of County Road 110, same being the easterly boundary line of said remainder of the 95.08 acre tract and said 1.25 acre tract, **S 21°39'56" E**, at distance of 976.84 feet pass a 1/2" iron rod found, being the northeasterly corner of said 1.25 acre tract, at distance of 167.86 feet pass a 1/2" iron rod found, being the southeasterly corner of said 1.25 acre tract, and continuing for a total distance of **3087.45** feet to a MAG nail found in a wood fence post, being the southeasterly corner of said remainder portion of the 95.08 acre tract, also being the northeasterly corner of said remainder of 1162.08 acre tract, for the southeasterly corner of the herein described tract;

5) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of the 95.08 acre tract, **S 68°56'42" W** for a distance of **94.66** feet to the **POINT OF BEGINNING**, containing 5.927 acres (258,179 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 to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale — 25 July 2016
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

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-5.927 AC. ROW TRACT

EXHIBIT "B"

County: Williamson
Parcel : 13M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M-E

DESCRIPTION OF A 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39 in the proposed westerly Right-of-Way (ROW) line of C.R.110, in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, same being the southerly boundary line of said remainder of the 95.08 acre tract, for the southeasterly corner of the herein described tract;

1) **THENCE**, with said common boundary line, **S 68°56'42" W** for a distance of **15.02** feet to a calculated point, being the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "FOREST 1847" found, being in the northerly boundary line of said remainder portion of 1162.08 acre tract, also being the southwesterly corner of said remainder of the 95.08 acre tract bears S 68°56'42" W at a distance of 1225.32 feet;

THENCE, departing said northerly boundary line of a remainder portion of that called 1162.08 acre tract, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, 15 feet westerly and parallel with said proposed ROW line the following two (2) courses:

2) along a curve to the left, having a delta angle of **03°40'05"**, a radius of **4917.00** feet, an arc length of **314.80** feet and a chord which bears **N 19°46'56" W** for a distance of **314.74** feet to a calculated point, for a point of tangency;

3) **N 21°36'59" W** at a distance of 1632.73 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, and at a distance of 1800.57 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.93 feet** to a calculated point, being in the northerly boundary line of said remainder of the 95.08 acre tract, same being the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped " FOREST 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, S 69°03'09" W at a distance of 1238.13 feet;

4) **THENCE**, with said common boundary line, **N 69°03'09" E** for a distance of **15.00** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 349+33.43 in said proposed westerly ROW line of C.R.110, for the northeasterly corner of the herein described tract;

THENCE, departing said southerly boundary line of that called 222.20 acre tract, with said proposed westerly ROW line of C.R.110, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

5) **S 21°36'59"** E at a distance of 973.04 feet pass a calculated point, being in the northerly boundary line of said 1.25 acre tract, and at a distance of 1140.88 feet pass a calculated point, being in the southerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 321+60.68, for a point of curvature to the right;

6) along said curve to the right, having a delta angle of **03°39'31"**, a radius of **4932.00** feet, an arc length of **314.94** feet and a chord which bears **S 19°47'13" E** for a distance of **314.89** feet to the **POINT OF BEGINNING**, containing 1.063 acres (46,312 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 to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale — 25 July 2016

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, TX 78681

S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-1.063 AC. EASE TRACT

Parcels 13M

EXHIBIT C
DEED
County Road 110 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 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.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership, hereinafter referred to as Grantor, 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, has this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 5.927 acre (258,179 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein ("Property").

SAVE AND EXCEPT, HOWEVER, Grantor hereby 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 Property 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 Grantee 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 roadway and drainage improvements thereon, but shall not be used or exported from the Property for any other purpose.

The Property is part of a larger tract of land owned by Grantor identified as WCAD Parcel Nos. R040927 (95.08 acres) and R0409028 (1.25 acres) (said real property, save and except the Property, being referred to herein as the "Remainder Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

(i) Visible and apparent easements not appearing of record;

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

(iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and

(iv) the restrictive covenants set forth below, which Grantee covenants and agrees to perform.

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 Grantee 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 Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically roadway purposes and for the construction and maintenance of related drainage improvements and public utilities therein (the "CR 110 Improvements").

(2) Concurrently with Grantee's construction of the CR 110 Improvements, Grantee will construct two (2) asphalt driveways (one thirty (30) feet in width with thirty (30) foot radii and the other twelve (12) feet in width with ten (10) foot radii) with appropriately-sized drainage culverts (the "CR 110 Driveways") between the CR 110 Improvements and the fence line on the Remainder Property. The CR 110 Driveways will be constructed in the locations shown on Exhibit "A" attached hereto or at such other location approved by Grantor prior to Grantee's initiation of construction, which approval will not be unreasonably withheld. Grantee will provide Grantor with a copy of all required permits for the CR 110 Driveways. Grantor agrees to grant temporary construction easements as may reasonably be required on the Remainder Property to enable Grantee to construct the CR 110 Driveways. Any temporary construction easement will require restoration of any damage to the Remainder Property upon completion of construction of the CR 110 Driveways. Grantee will cause its contractor to provide the final paving plans for the CR 110 Improvements within the Property, together with final plans for the CR 110 Driveways, to Grantor for review prior to the initiation of construction. Grantee will ensure that all construction shall be performed substantially in accordance with such plans as provided to Grantor. Grantee acknowledges Grantor's desire that construction of the CR 110 Improvements not result in access between northbound County Road 110 and the CR 110 Driveways being impeded by a median, if feasible in Grantee's sole discretion.

(3) If, at any time in the future, Grantor or its successors and assigns desire to construct additional driveways or relocate one or more of the CR 110 Driveways, Grantee agrees to cooperate with Grantor to allow such construction or relocation, and to approve any related permits or plans so long as the plans for and locations of the driveways conform with Grantee's driveway standards as they exist on the date hereof. Grantee further agrees to cooperate with Grantor in connection with any applications by Grantor for approvals from any governmental entities with jurisdiction over curb cuts from the Remainder Property onto County Road 110 (including Grantee itself, if applicable).

(4) The CR 110 Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the related County Road 110 right of way as required by any applicable Williamson County Design Criteria. No increase in volume of stormwater runoff or drainage may be diverted onto the Remainder Property without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

(5) Concurrently with Grantee's construction of the CR 110 Improvements, Grantee will demolish and remove from the Remainder Property all above grade structures, other improvements and discarded personal property items (including house, storage shed, above ground propane tank, remnants of collapsed barn and tires) presently located in the area shown on Exhibit "B" attached hereto. Grantor agrees to grant a temporary construction easement as may reasonably be required on the Remainder Property to enable Grantee to perform such demolition and removal work. Any temporary construction easement will require restoration of any damage to the Remainder Property which is outside the scope of the requirements of this paragraph upon completion of such demolition and removal work, and shall return the surface grade as closely as possible to that which existed prior to any removal.

(6) After construction of the CR 110 Improvements, in the event that Grantee abandons use of the Property for public roadway purposes, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

[signature page to follow]

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2020.

GRANTOR:

JCN FAMILY PARTNERSHIP, L.P.,
a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by John C. Nelson, Manager of JCN Property Management, L.L.C., a Texas limited liability company, the general partner of JCN Family Partnership, L.P., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

{007.00078340.3}

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Exhibit "A" to Deed

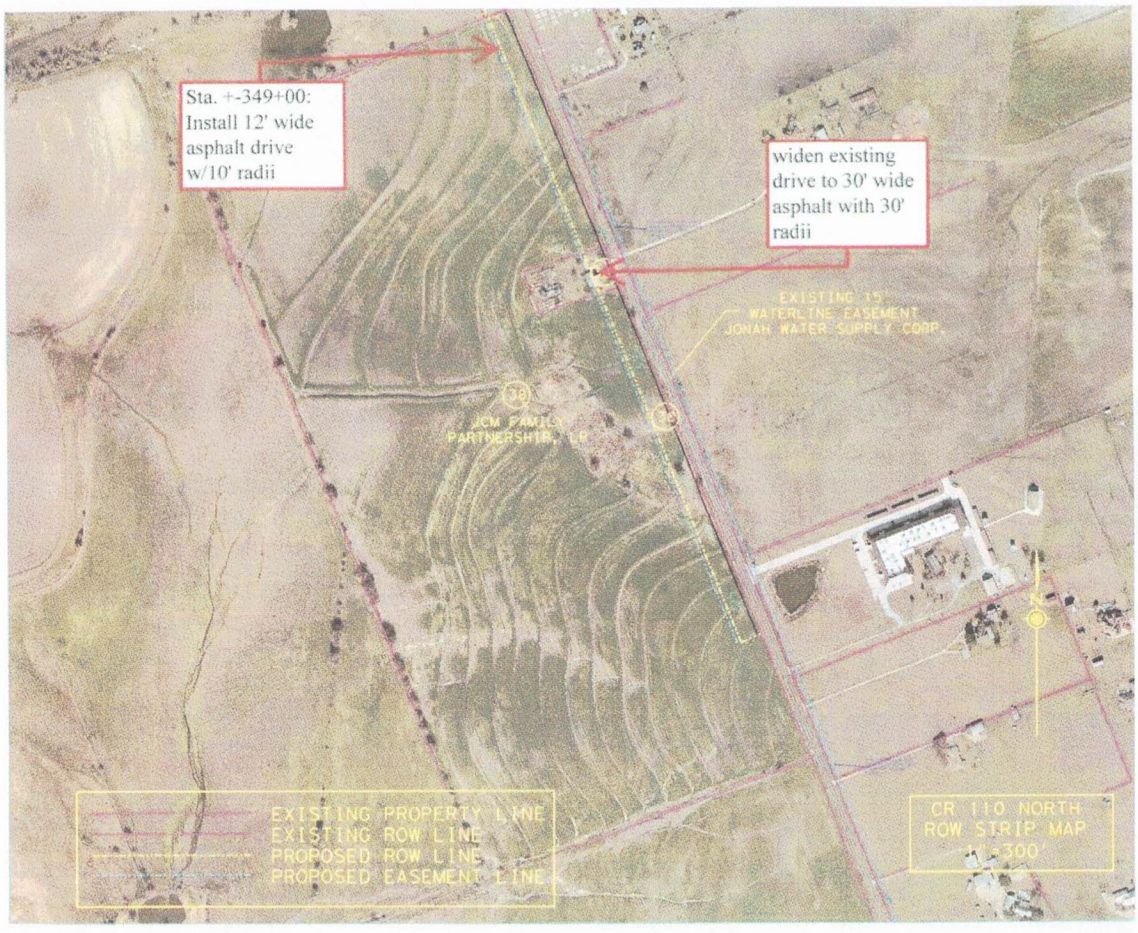


Exhibit "B" to Deed

EXHIBIT B

EXHIBIT C to Deed

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/15/16
PAGE 4 OF 6

N

0 50 100
1" = 100'

JOHN MCKEEN SURVEY
ABSTRACT NO. 426

Improvement
Demo & Removal
Area

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

JCN FAMILY
PARTNERSHIP, L.P.
1.25 AC.
DOC. NO. 2009060200
O.P.R.W.C.T.

BASELINE - SEE SHEET 3
MATCHLINE STATION 326+00.00

BASELINE - SEE SHEET 5
MATCHLINE STATION 341+00.00

N21°36'59"W 2772.75'

1631.87'

13M

5.927 AC.
258,179 SQ. FT.

167.84'

973.04'

334+00 335+00 336+00 337+00 338+00 339+00 340+00

1942.76'

PROPOSED C.R. 110 BASELINE

167.86'

976.84'

EXISTING R.O.W.

S21°39'56"E 3087.45'

C.R. 110
(R.O.W. WIDTH VARIES)

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
JCN FAMILY
PARTNERSHIP, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 13M

EXHIBIT D
DRAINAGE EASEMENT
CR 110M

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

That JCN Family Partnership, L.P., a Texas limited partnership, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 1.063 acre (46,312 square feet) of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 13M-E**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of and across the public roadway facilities adjacent to the Property (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor and its successors and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee, including but limited to construction, operation and maintenance of underground utilities (including water, wastewater, storm sewer, gas and electric utilities), pipelines and buried communications cables, fencing (including livestock fencing) and roads, sidewalks or driveways which cross the Property at not less than a forty-five degree angle. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by

acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

Further, at any time that stormwater detention and/or drainage flow from the Benefited Tract is adequately handled according to any applicable regulatory codes or requirements without reliance upon the Property or facilities constructed therein, which determination shall be documented by issuance of a permit or other confirmation in writing of the construction and proper operation of any such stormwater facilities by any entity exercising regulatory jurisdiction of the Benefitted Tract for the construction of development improvements, this conveyance shall be null and void. In such event, all right, title and interest of Grantee in the Property (including any future claim of adverse possession thereof) shall automatically terminate and be of no further force and effect, and title to the Property shall then and there wholly and absolutely and automatically revert and be vested in Grantor or its successors and assigns without the necessity of re-entry or suit. By its acceptance hereof, Grantee agrees upon such termination and reversion to convey any interest it may have in the Property to Grantor, or its successors and assigns, by written instrument in recordable form; provided that such an instrument shall not be required for the termination of all of Grantee's interest in the Property and the automatic reversion of title to Grantor, or its successors and assigns; and provided further, that the recording of an affidavit executed by Grantor, or its successors and assigns, stating that such termination and reversion has occurred (and the reason for such termination and reversion) shall be sufficient to confirm reversion of title to the Property in Grantor, or its successors and assigns.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging,

and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor has executed and delivered this easement, and Grantee has received and accepted this easement and the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY.

EXECUTED on this the _____day of _____, 2020.

[signature page follows]

GRANTOR:

JCN FAMILY PARTNERSHIP, L.P.,
a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company,
its general partner

By:_____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

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

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **76.**

Meeting Date: 09/15/2020

SE Loop 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 Payment of Incidental Expenses of Purchase of Replacement Dwelling for a residence that was acquired as right of way on the SE Loop project (Parcel 14). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alcorn Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:01 AM

Form Started By: Charlie Crossfield Started On: 09/10/2020 10:56 AM

Final Approval Date: 09/10/2020

PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING

1. Name of Claimant(s)	Parcel No. 14	County: Williamson
Joseph Alcorn		Project: Corridor A-1 SE Loop

2. Occupancy of County-Acquired Property	3. Controlling Dates	Mo.	Day	Yr.
From (Date): 04-10-2018 To (Date): 08-22-2020	a. First Offer in Negotiations	04	17	2020
4. Address of Replacement Property	b. Property Acquired by County	07	31	2020
125 Hawea Ln Bastrop, Texas 78602	c. Replacement Property Acquired	08	21	2020
	d. Occupancy of Replacement Property	08	22	2020

5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)

Item	Amount
Points for loan origination (prorated to remaining mortgage amount at displacement $213,315.06)	$533.28
Processing Fee	$795.00
Underwriting Fee	$795.00
Wire Transfer Fee	$30.00
Appraisal Fee	$550.00
Credit Report	$86.60
Flood Determination Fee	$12.00
MIP (one time fee, prorated to remaining mortgage amount at displacement $213,315.06)	$3669.00
E-recording Fee	$8.00
Escrow Fee	$425.00
Lenders Title Fee	$100.00
Not Yet Due Tax Amendment	$5.00
Guarantee Fee	$2.00
T-17 Planned Unit Dev	$25.00
T-19 Restrictions	$78.00
T-30 Amendment of Tax Exception	$20.00
T-36 Env. Protection Lien Endorsement	$25.00
T-3 Amendment of Survey Exception	$79.15
Recording Fee Austin Title Company (Deed $35.00, Mortgage $82.00)	$116.00
HOA Resale Certificate	$200.00
HOA Transfer Fee	$150.00
Document Prep Fee to Clayton Smaistria PC	$155.00
	Total $7,859.03

6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

9/4/2020
Date of Claim

Joseph Alcorn
Claimant

Claimant

Spaces Below to be Completed by Williamson County

7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

7-22-2020
Date of Inspection

Inspector By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment.

Amount of $ 7,859.03

9-8-2020
Date

Relocation Agent

Date

Williamson County Judge

Austin Title Company

1601 S. MoPac Expressway, Suite C120, Austin, TX 78746
Phone: (512)306-0988 | Fax: (512)306-0989

MASTER STATEMENT

Settlement Date: August 21, 2020
Disbursement Date: August 21, 2020
Escrow Number: AUT20010498
Escrow Officer: Crystal Sandoval

Borrower: Joseph Zee Tyler Alcorn
101 Dana Dr.
Hutto, TX 78634

Seller: Jose Santos Perez Gonzalez and Claudia Perez
125 Hawea Lane
Bastrop, TX 78602

Property: 125 Hawea Lane
Bastrop, TX 78602
Lot(s): 532 Block: 13 TAHITIAN VILLAGE, UNIT 3 BLK 13 LOT 532

Lender: Gardner Financial Services LTD dba Legacy Mutual Mortgage
3503 Paesanos Parkway
San Antonio, TX 78231
Loan Number: 20177091

SELLER			BORROWER	
$ DEBITS	$ CREDITS		$ DEBITS	$ CREDITS
		FINANCIAL CONSIDERATION		
	242,500.00	Sale Price of Property	242,500.00	
		Deposit or earnest money		2,000.00
		Loan Amount		238,107.00
		PRORATIONS/ADJUSTMENTS		
	74.13	2020 Road Assessment Annually at $204.00 08/21/20-12/31/20	74.13	
200.00		Option Fee		200.00
49.68		County Taxes at $78.04 01/01/20-08/21/20		49.68
		COMMISSIONS		
4,850.00		Listing Agent Commission to Keller Williams Realty $242,500.00 @ 2.0000% = $4,850.00 - KWI-1, LTD (Keller Williams Realty) - Michael Wayne Harrell (Keller Williams Realty)		
7,275.00		Selling Agent Commission to Realty Texas LLC $242,500.00 @ 3.0000% = $7,275.00 - Realty Texas LLC - Kimberly Dale (Realty Texas LLC)		
		NEW LOAN CHARGES - Gardner Financial Services LTD dba Legacy Mutual Mortgage **Total Loan Charges: $10,765.27**		
		0.25% of Loan Amount (Points) to Gardner Financial Services LTD dba Legacy Mutual Mortgage	595.27 533.28	
		Processing Fees to Gardner Financial Services LTD dba Legacy Mutual Mortgage	795.00	
		Underwriting Fees to Gardner Financial Services LTD dba Legacy Mutual Mortgage	795.00	
		Wire Transfer Fee to Gardner Financial Services LTD dba Legacy Mutual Mortgage	30.00	
		Appraisal Fee to Rives Valuation Services, Inc. dba $100.00 paid by Gardner Financial Services LTD dba Legacy Mutual Mortgage	550.00	
		Credit Report to CREDITPLUS	86.60	
		Flood Determination Fee to CoreLogic	12.00	
		Mortgage Insurance Premium to Gardner Financial Services LTD dba Legacy Mutual Mortgage	4,095.21 3669.00	
		Final Inspection Fee to ATS $300.00 paid by Gardner Financial Services LTD dba Legacy Mutual Mortgage		
		Prepaid Interest to Gardner Financial Services LTD dba Legacy Mutual Mortgage $20.39 per day from 08/21/20 to 09/01/20	224.29	

Prorated to remaining amount on mortgage at displacement $213,315.06

Prorated to remaining amount on mortgage at displacement. $213,315.06 one time fee required by Lender to obtain mortgage

SELLER $ DEBITS	SELLER $ CREDITS		BORROWER $ DEBITS	BORROWER $ CREDITS
		NEW LOAN CHARGES - Gardner Financial Services LTD dba Legacy Mutual Mortgage Total Loan Charges: $10,765.27		
		Gardner Financial Services LTD dba Legacy Mutual Mortgage		
		Homeowner's Insurance to Gardner Financial Services LTD dba Legacy Mutual Mortgage 3.000 Months at $47.50 per Month	142.50	
		Property Taxes to Gardner Financial Services LTD dba Legacy Mutual Mortgage 11.000 Months at $329.95 per Month	3,629.45	
		Aggregate Adjustment to Gardner Financial Services LTD dba Legacy Mutual Mortgage		190.05
		TITLE & ESCROW CHARGES		
		Title - eRecording Fee - FBO CSC e-Recording Services, Inc. to Austin Title Company	8.00	
425.00		Title - Escrow Fee to Austin Title Company	425.00	
		Title - Lender's Title Insurance to Austin Title Company	100.00	
		Not Yet Due and Payable Tax Amendment to Austin Title Company	5.00	
		Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association	2.00	
		T-17 Planned Unit Development to Austin Title Company	25.00	
		T-19 Restrictions, Encroachments, Minerals Endorsement (Residential Mtg) - 2014 to Austin Title Company	78.00	
		T-19.2 Minerals and Surface Damage Loan Policy Endorsement (Eff. 11/1/09) to Austin Title Company	0.00	
		T-30 Amendment of Tax Exception (T-30, T-3 or deletion) to Austin Title Company	20.00	
		T-36 Environmental Protection Lien Endorsement to Austin Title Company	25.00	
43.00		Title - Tax Certificate to Texas Tax Company		
1,583.00		Title - Owner's Title Insurance to Austin Title Company		
2.00		Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association		
		T-3 Amendment of Survey Exception for T-1R (T-3 or Deletion) to Austin Title Company	79.15	
		Policies to be issued: Owners Policy Coverage: $242,500.00 Premium: $1,583.00 Version: Texas Residential Owner Policy of Title Insurance One-To-Four Family Residences (T-1R) - 2014 Loan Policy Coverage: $238,107.00 Premium: $100.00 Version: Loan Policy of Title Insurance (T-2) - 2014		
		GOVERNMENT CHARGES		
		Recording Fees to Austin Title Company	116.00	
		HOA CHARGES		
		HOA Resale Certificate Fee to Tahitian Village POA	200.00	
		HOA Transfer Fee to Tahitian Village POA	150.00	
		MISCELLANEOUS CHARGES		
		Doc Prep Fee to Clayton Smaistrla PC	155.00	
		Homeowner's Insurance Premium to Goosehead Insurance	798.00	
204.00		Batrop County WCID #2 2020 Road Assessments (Lot No. 03-13-0532) to Bastrop County WCID #2		
100.00		Document Preparation Fee - Warranty Deed to Clayton Smaistrla PC		
665.74		Survey Fee to Westar Alamo Land Surveyors, LLC		

15,397.42	242,574.13	**Subtotals**	255,715.60	240,546.73
		Balance Due FROM Borrower		**15,168.87**
227,176.71		**Balance Due TO Seller**		
242,574.13	242,574.13	**TOTALS**	255,715.60	255,715.60

APPROVED and ACCEPTED

Borrower and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Borrower and Seller understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Borrower and Seller direct. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement. understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of loan funds in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

Jose Santos Perez Gonzalez

Jose Santos Perez Gonzalez

Claudia Perez

Claudia Perez

BORROWER:

Joseph Zee Tyler Alcorn

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Austin Title Company
Settlement Agent

CERTIFICATION OF ELIGIBILITY

S.E. Loop Hutto
Parcel: 14
Displacee: Joseph Alcorn

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.

Claimant — Date: 2/10/20

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.

Claimant — Date:

Commissioners Court - Regular Session **77.**

Meeting Date: 09/15/2020

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.392 acres) required for the construction of SE Loop, and take appropriate action. (Sylvia Rivera- Parcel 11).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rivera Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2020 11:13 AM

Form Started By: Charlie Crossfield Started On: 09/10/2020 10:59 AM

Final Approval Date: 09/10/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.392 acres (Parcel 11) described by metes and bounds in Exhibit "A" owned by **SYLVIA RIVERA** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 11
Tax ID: R401453
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

March 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF A 0.392 ACRE (17,066 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, BEING A PORTION OF LOT 31, BLOCK B, LAKESIDE ESTATES SUBDIVISION, SECTION TWO, A SUBDIVISION OF RECORD IN CABINET T, SLIDE 19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO SYLVIA RIVERA, A SINGLE WOMAN, RECORDED NOVEMBER 29, 2001 IN DOCUMENT NO. 2001087951, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.392 ACRE (17,066 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LANDMARK SURVEYING" found 156.33 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 120+32.36 on the existing south right-of-way line of Estate Cove, a 60 foot wide right-of-way, recorded in Cabinet T, Slide 19, P.R.W.C.TX., for the most westerly northwest corner of Lot 32, of said Lakeside Estates Subdivision, described in a deed to Tina Regaldo Miller and husband, Brian Miller, recorded in Document No. 2001081115, O.P.R.W.C.TX., same being the northeast corner of said Lot 31;

THENCE S 24°55'19" E, with the common line of said Lot 32 and said Lot 31, a distance of 39.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,157,938.14, E=3,166,197.71) set 120.00 feet left of Corridor A1 E.C.S 120+47.89 on the proposed north right-of-way line of Corridor A1, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 24°55'19" E, departing the proposed north right-of-way line of said Corridor A1, continuing with the common line of said Lot 32 and said Lot 31, a distance of 170.39 feet to a calculated point on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Cabinet T, Slide 19, P.R.W.C.TX, for the southwest corner of said Lot 32, same being the southeast corner of said Lot 31 and the parcel described herein;

2) **THENCE** N 89°51'37" W, departing common line of said Lot 31 and said Lot 32, with the existing north right-of-way line of said C.R. 138, a distance of 165.21 feet to a 1/2-inch iron rod found, for the southeast corner of Lot 30, of said Lakeside Estates Subdivision, described in a deed to Henry Tso and Jessica Tso, husband and wife, recorded in Document No. 2001079191, O.P.R.W.C.TX, same being the southwest corner of said Lot 31 and of the parcel described herein;

3) **THENCE** N 13°19'28" E, departing existing north right-of-way line of said C.R. 138, with the common line of said Lot 31 and said Lot 30, a distance of 156.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 120.00 feet left of Corridor A1 E.C.S 119+88.38 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

EXHIBIT "A"

County: Williamson
Parcel No.: 11
Tax ID: R401453
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

4) **THENCE** departing the common line of said Lot 31 and said Lot 30, with proposed north right-of-way line of said Corridor A1 and said curve to the left, over and across said Lot 31, an arc distance of 57.48 feet, through a central angle 00°58'07", having a radius of 3,400.00 feet, and a chord that bears N 87°46'11" E, a distance of 57.48 feet to the **POINT OF BEGINNING**, and containing 0.392 acres (17,066 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

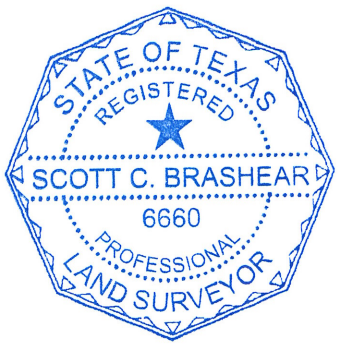
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

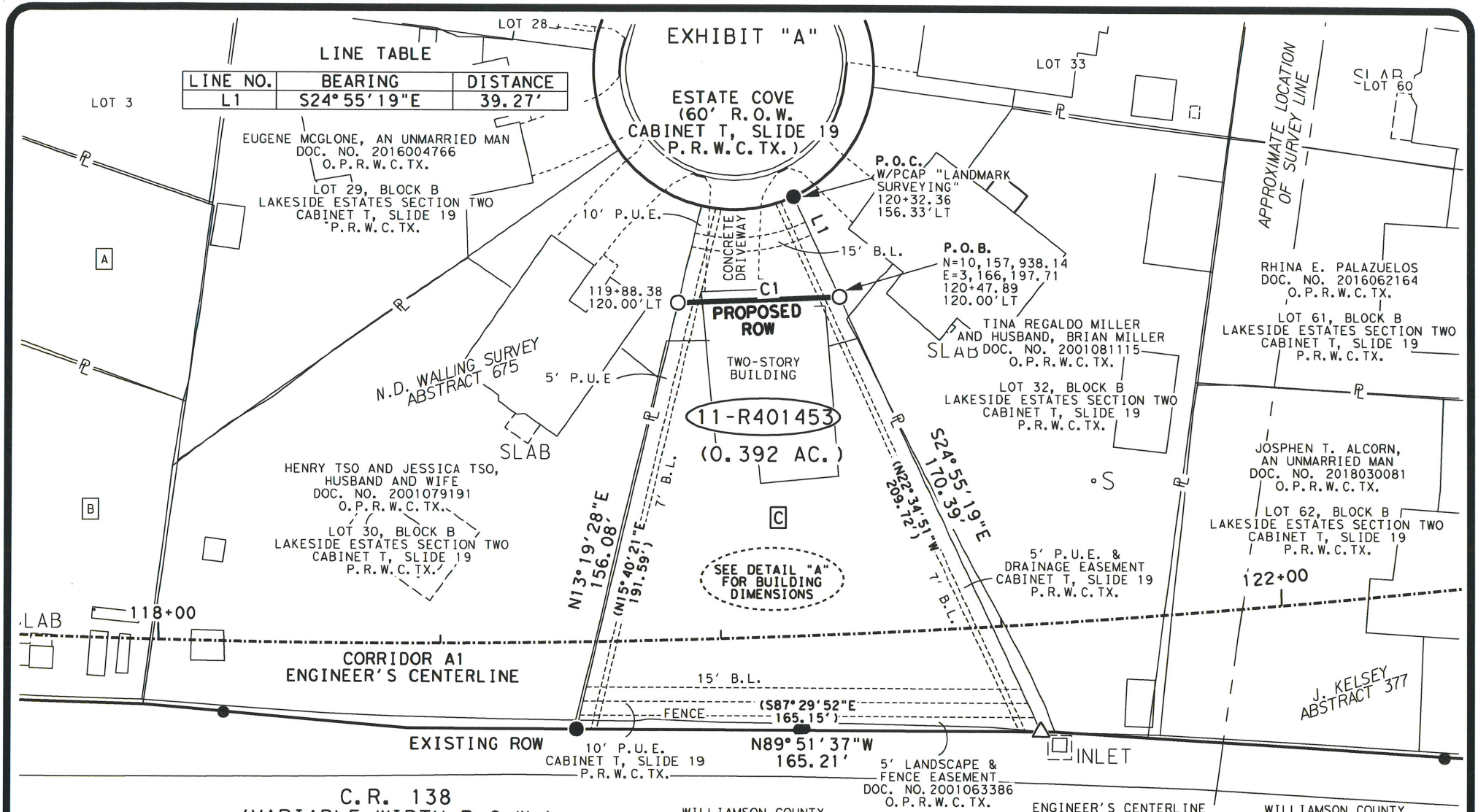
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

3/24/20
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas





REF. FIELD NOTE NO. 46520

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\11\PLAT\00\P-11.dgn

EXISTING	*0.427 AC.	ACQUIRE	0.392 AC.	REMAINING	0.035 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SYLVIA RIVERA,
A SINGLE WOMAN
PARCEL 11
TAX ID R401453
0.392 AC. (17,066 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---1---	DEED LINE (COMMON OWNERSHIP)

[A]

MARIA A. LOZORIA
DOC. NO. 2012038984
O.P.R.W.C.TX.

LOT 2, BLOCK B
LAKESIDE ESTATES PHASE 1-A
CABINET R, SLIDE 394
P.R.W.C.TX.
CORRECTED BY DOC. NO. 2000022891
P.R.W.C.TX.

[B]

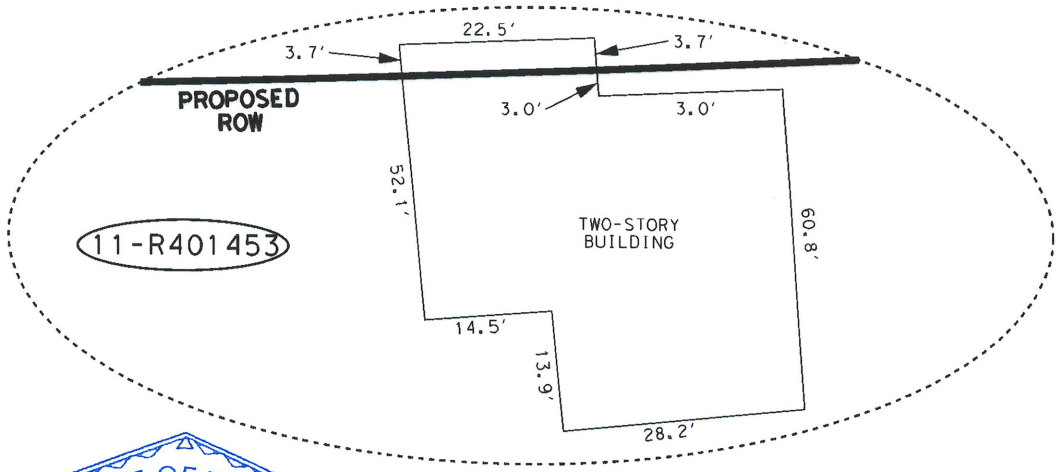
BILL CLAY BOYD
DOC. NO. 2019067272
O.P.R.W.C.TX.

LOT 1, BLOCK B
LAKESIDE ESTATES, PHASE 1-A
CABINET R, SLIDE 394
P.R.W.C.TX.
CORRECTED BY DOC. NO. 2000022891
O.R.W.C.TX.

[C]

SYLVIA RIVERA,
A SINGLE WOMAN
RECORDED NOVEMBER 29, 2001
DOC. NO. 2001087951
O.P.R.W.C.TX.

LOT 31, BLOCK B
LAKESIDE ESTATES
SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.



SEE DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2001634, EFFECTIVE DATE JANUARY 7, 2020, AND ISSUED DATE JANUARY 17, 2020, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 46520

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\11\PLAT\00\P-11.dgn

EXISTING	*0.427 AC.	ACQUIRE	0.392 AC.	REMAINING	0.035 AC. LEFT

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/24/20
DATE

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SYLVIA RIVERA,
A SINGLE WOMAN
PARCEL 11
TAX ID R401453
0.392 AC. (17,066 SQ. FT.)

Commissioners Court - Regular Session **78.**

Meeting Date: 09/15/2020

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 110 Middle
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	09/10/2020 11:13 AM
Form Started By: Charlie Crossfield		Started On: 09/10/2020 11:01 AM
Final Approval Date: 09/10/2020		

Commissioners Court - Regular Session **79.**

Meeting Date: 09/15/2020

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

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